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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 645.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, PLAINTIFFS IN ERROR,

vs.

MATTHEW BOLLES AND M. SHEPERD BOLLES.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF KANSAS.

FILED MAY 16, 1876.

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1 In the circuit court of the United States for the district of Kansas.

MATTHEW BOLLES AND M. SHEPARD BOLLES
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the county of Douglas, Kansas. } 1218.

Be it remembered that on this day, to wit, March 20th, 1875, the plaintiffs, by their attorney, filed in the clerk's office of said court their petition, precipe, and security for costs in said-entitled action, which said petition, precipe, & bond for costs is in words and figures following, to wit:

Petition.

In the circuit court of the United States for the district of Kansas.

MATTHEW BOLLES AND M. SHEPARD BOLLES
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the county of Douglas, Kansas.

The above-named plaintiffs, Matthew Bolles and M. Shepard Bolles, state that they are citizens of the State of Massachusetts; that they are copartners in business, under the copartnership name and style of M. Bolles & Co., and as such complain of the defendant, The Board of County Commissioners of the county of Douglas, in the State of Kansas, and state that said county of Douglas, at the dates hereinafter mentioned, was, and now is, a body politic and corporate created by and existing under and by virtue of the laws of the State of
2 Kansas, and as such is required by the laws of said State of Kansas to sue and be sued according to the above designation.

3 And for a first cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 41;" that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 41, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it

came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

4 And for a second and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 44;" that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 44, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

5 And for a third and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers

coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 55; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That, among the coupons so attached to said bond, was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 55, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That, when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

6 And for a fourth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 61; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That, among the coupons so attached to said bond, was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 61, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That, when said coupon by its terms became due and payable, the

same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

7 And for a fifth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 62; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That, among the coupons so attached to said bond, was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 62, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That, when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

8 And for a sixth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 63; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon

for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That, among the coupons so attached to said bond, was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 63, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That, when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

9 And for a seventh and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked No. 65; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That, among the coupons so attached to said bond, was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 65, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That, when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof

but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

10 And for a' eighth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked No. 66; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That, among the coupons so attached to said bond, was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 66, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That, when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

11 And for a ninth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked No. 67; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That, among the coupons so attached to said bond, was one made by said county, whereby it promised to pay to the bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 67, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That, when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

12 And for a tenth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked No. 69; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That, among the coupons so attached to said bond, was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at the time due on said bond of the county of Douglas, No. 69, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the propperty of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That, when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

13 And for an eleventh and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked No. 71; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 71, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

14 And for a twelfth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked No. 72; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said

bond of the county of Douglas, No. 72, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

15 And for a thirteenth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 73; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 73, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

16 And for a fourteenth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it prom-

ised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 76; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 76, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

17 And for a fifteenth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 79; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 79, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

18 And for a sixteenth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 80; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 80, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

19 And for a seventeenth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, accord-

ing to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 81; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 81, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account the non-payment and dishonor of said coupon.

20 And for an eighteenth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 90; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 90, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That, when said coupon by its terms became due and payable, the

same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

21 And for a nineteenth and further cause of action said plaintiffs allege: That on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 92; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 92, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

22 And for a twentieth and further cause of action said plaintiffs allege: That on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 93; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as

each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 93, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

23 And for a twenty-first and further cause of action said plaintiffs allege: That on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 94; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 94, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part there-

of, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

24 And for a twenty-second and further cause of action said plaintiffs allege: That on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 95; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at the time due on said bond of the county of Douglas, No. 95, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

25 And for a twenty-third and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked No. 96; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 96, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

26 And for a twenty-fourth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annuall on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked No. 97; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 97, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

27 And for a twenty-fifth and further cause of action, said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 116; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers, for that purpose.

That, among the coupons so attached to said bond, was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 116, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

28 And, for a twenty-sixth and further cause of action, said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 117; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond, was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said

bond of the county of Douglas, No. 117, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to, and for value, became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon, by its terms, became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused; and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

29 And for a twenty-seventh and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 121; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 121, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon, by its terms, became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and are now, the legal owners and holders thereof.

That when said coupon by its terms became due and payble, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

30 And for a twenty-eighth and further cause of action, said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it

promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 122; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond, was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 122, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit A," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages, on account of the non-payment and dishonor of said coupon.

31 And for a twenty-ninth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 1; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond, was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 1, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

32 And for a thirtieth and further cause of action, said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July, in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 2; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond, was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 2, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

33 And for a thirty-first and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers

coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 3; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 3, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That, when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

34 And for a thirty-second and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 4; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 4, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That, when said coupon by its terms became due and payable, the same

was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non payment and dishonor of said coupon.

35 And for a thirty-third and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 5; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 5, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

36 And for a thirty-fourth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 6; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such

semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 6, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

37 And for a thirty-fifth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas, made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 7; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 7, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part there-

of, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

38 And for a thirty-sixth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 8; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 8, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it come to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

39 And for a thirty-seventh and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 9; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 9, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

The said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

40 And for a thirty-eighth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 10; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 10, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the first day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

of, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

38 And for a thirty-sixth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 8; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 8, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it come to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

39 And for a thirty-seventh and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 9; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 9, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

The said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

And for a thirty-eighth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 10; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 10, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the first day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

41 And for a thirty-ninth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 11; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 11, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

42 And for a fortieth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 12; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on

said bond of the county of Douglas, No. 12, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

43 And for a forty-first and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 13; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 13, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

44 And for a forty-second and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it

promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 14; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 14, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That, when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

45 And for a forty-third and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 15; that afterwards, on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 15, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That, when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

46 And for a forty-fourth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 16; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 16, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That, when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

47 And for a forty-fifth and further cause of action, said plaintiffs allege that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers cou-

pons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked No. 17; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank New York, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 17, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

48 And for a forty-sixth and further cause of action, said plaintiffs allege that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached, which sail bond, in order to distinguish it from others of like character, was marked No. 18; that afterwards, and on or abont the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 18, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the

same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to the said plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

49 And for a forty-seventh and further cause of action, said plaintiffs allege that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promises to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked No. 19; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 19, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

50 And for a forty-eighth and further cause of action, said plaintiffs allege that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said coun y of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked No. 20; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each

coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglass, No. 20, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of the plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

51 And for a forty-ninth and further cause of action, said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 21; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 21, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

52 And for a fiftieth and further cause of action, said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 22; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 22, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duty presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

53 And for a fifty-first and further cause of action, said plaintiffs allege that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 24; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the

proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bonds was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 24, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

54 And for a fifty-second and further cause of action, said plaintiffs allege that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 25; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 25, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from

the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

55 And for a fifty-third and further cause of action said plaintiffs allege that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 26; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county, from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 26, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

56 And for a fifty-fourth and further cause of action said plaintiffs allege that on the 1st day of July, A. D. 1874, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 28; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at

the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 28, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

57 And for a fifty-fifth and further cause of action said plaintiffs allege that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 29; that, afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875 matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 29, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its term became due and payable the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

58 And for a fifty-sixth and further cause of action said plaintiffs allege that on the 1st day of July, A. D. 1872, at Lawrence, in

said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 30; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 30, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

59 And for a fifty-seventh and further cause of action, said plaintiffs allege that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 31; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That, among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 31, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of

the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That, when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

60 And for a fifty-eighth and further cause of action, said plaintiffs allege that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 32; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That, among the coupons so attached to said bond, was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 32, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That, when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, or any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

61 And for a fifty-ninth and further cause of action, said plaintiffs allege that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with in

terest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 33; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond, was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 33, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That, when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

62 And for a sixtieth and further cause of action, said plaintiffs allege that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 34; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond, was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 34, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came

to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That, when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

63 And for a sixty-first and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 35; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dolars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 35; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum rom the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

64 And for a sixty-second and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and isued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars onthe first day of July, in the year one thousand nine hundred and two with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according o divers coupons thereunto attached; which said bond, in order to disinguish

it from others of like character, was marked No. 36; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 36; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

65 And for a sixty-third and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereupon attached; which said bond, in order to distinguish it from others of like character, was marked No. 37; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 37; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owers and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned,

and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

66 And for a sixty-fourth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 38; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 38; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, or any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

67 And for a sixty-fifth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 39; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st,

1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 39; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

68 And for a sixty-sixth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 40; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 40; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-

five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

69 And for a sixty-seventh and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 41; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 41; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

70 And for a sixty-eighth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 42; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by

said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 42; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

71 And for a sixty-ninth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 43;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 43; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

72 And for a seventieth and further cause of action said plaintiffs

allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 44;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 44; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest thereon at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

73 And for a seventy-first and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 45;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 45; a copy of which said

bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

74 And for a seventy-second and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 46;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 46, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit ," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

75 And for a seventy-third and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July,

allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 44;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 44; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest thereon at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonorof said coupon.

73 And for a seventy-first and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 45;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 45; a copy of which said

bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

74 And for a seventy-second and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 46;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 46, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit ," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

75 And for a seventy-third and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July,

in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 47; that, afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 47; a copy of which said bond, coupon, and certificate of registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

76 And for a seventy-fourth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 48; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 48; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable it came

to and for value became the property of these plaintiffs, who ever since have been and are now the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

77 And for a seventy-fifth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked No. 50; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 50; a copy of which said bond, coupon and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

78 And for a seventy-sixth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it

from others of like character, was marked No. 51; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 51; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders therof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

79 And for a seventy-seventh and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 53;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 53, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned,

and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

The said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

80 And for a seventy-eighth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of a like character, was marked "No. 90;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 90, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

81 And for a seventy-ninth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 101;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st,

1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 101, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

82 And for an eightieth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 102;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 102, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dol-

lars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

83 And for an eighty-first and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 103;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 103, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

84 And for an eighty-second and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 104;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by

said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 104, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

The said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

85 And for an eighty-third and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars, on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 105;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 105, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since has been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

86 And for an eighty-fourth and further cause of action said

plaintiffs allege that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 106;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 106, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

87 And for an eighty-fifth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 107;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 107, a copy of which said

bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

88 And for *a* an eigh'y-sixth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 108;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 108, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

89 And for an eighty-seventh and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and

issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 109;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 109, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

90 And for an eighty-eighth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 110;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 110, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the

auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

91 And for an eighty-ninth and further cause of action said plaintiff allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of duly, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 121;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 121, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

92 And for a ninetieth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest

at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 122;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 122, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms become due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of the said coupon.

93 And for a nin'ty-first and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 23;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 123, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

94 And for a ninety-second and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 124;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 124, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

95 And for a ninety-third and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 125;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly

registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 125, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

96 And for a ninety-fourth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 126;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 126, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

97 And for a ninety-fifth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first day of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked "No. 127;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 127, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the first day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

98 And for a ninety-sixth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 128;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the pro-

ceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 128, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

99 And for a ninety-seventh and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the 1st day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 129;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 129, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st

day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

100 And for a ninety-eighth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 130;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi annual interest at that time due on said bond of the county of Douglas, No. 130, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

101 And for a ninety-ninth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 132;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at

the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 132; a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

102 And for a one hundredth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 133;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 133, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

103 And for a one hundred & first and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and

issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July, in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 134;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 134, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

104 And for a one hundred & second and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July, in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 135;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 135, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the

auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

105 And for a hundred & third and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 136;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 136, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

106 And for a hundred & fourth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with in-

terest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 137;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 137, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

107 And for a hundred & fifth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 138;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 138, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came

to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

108 And for a hundred & sixth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 139;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 139, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

109 And for a hundred & seventh and futher cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from

others of like character, was marked "No. 140;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 140, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

110 And for a hundred & eighth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 141;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 141, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned,

and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

111 And for a hundred & ninth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked "No. 142;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January, 1st 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars. at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 142, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

112 And for a hundred & tenth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi annually on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked "No. 143;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st,

1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 143, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

113 And for a hundred & eleventh and furthur cause of action said plaintiffs allege that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked "No. 144;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 144, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dol-

lars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

114 And for a hundred & twelfth and further cause of action, said plaintiffs allege that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 145;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 145, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupons by its terms became due and payable, the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

115 And for a hundred & thirteenth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars, on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked "No. 146"; that afterwards and on or about the 7th of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by

said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 146, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

116 And for a hundred & fourteenth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked "No. 147"; that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 147, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

117 And for a hundred & fifteenth and further cause of action said

plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July, in each year, according to divers coupons thereunto attached, which said bond in order to distinguish it from others of like character, was marked "No. 148;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 148, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

118 And for a hundred & sixteenth and further cause of action, said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked "No. 149;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 149, a copy of which said bond,

coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who, ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

119 And for a hundred & seventeenth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 150;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at the time due on said bond of the county of Douglas, No. 150, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

120 And for a hundred & eighteenth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated at the day and at the place aforesaid, whereby it is promised to pay to bearer the sum of one thou-

sand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked "No. 151;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National B ık of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 151, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

121 And for a hundred & nineteenth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked "No. 158;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county ,whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 158, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

122 And for a hundred and twenty and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars, on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked "No. 159;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 159, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

123 And for a hundred & twenty-first and further cause of action said plaintiffs allege that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according

to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked "No. 160;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce in the city of New York on the first day of January, 1875, being the semi annual interest at that time due on said bond of the county of Douglas, No. 160, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

124 And for a hundred & twenty-second and further cause of action said plaintiffs allege that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distingu sh it from others of like character, was marked "No. 161;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce in the city of New York on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 161, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same

was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

125 And for a hundred & twenty-third and further cause of action said plaintiffs allege that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglass made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked "No. 162;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 162, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

126 And for a hundred & twenty-fourth and further cause of action said plaintiffs allege that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached, which said bond, in order to distinguish it from others of like character, was marked "No. 163;" that afterwards and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kan-

sas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, being the semi annual interest at that time due on said bond of the county of Douglas, No. 163, a copy of which said bond. coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

127 And for a hundred & twenty-fifth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 164;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 164, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

128 And for a hundred & twenty-sixth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 165;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 165, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

129 And for a hundred & sixty-seventh and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 166;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers

of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 166, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

130 And for a hundred & twenty-eighth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 167;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 167, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the

1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

131 And for a hundred & twenty-ninth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 168;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 168, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

132 And for a hundred & thirtieth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 169;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at

the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 169, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

133 And for a hundred & thirty-first and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 170;" that afterwards, and on or about the 6th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 170, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

134 And for a hundred & thirty-second and further cause of

action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 171;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 171, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non payment and dishonor of said coupon.

135 And for a hundred & thirty-third and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 172;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 172, a copy of which said bond,

coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

136 And for a hundred & thirty-fourth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 173;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 173, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

137 And for a hundred & thirty-fifth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first

day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 174;" that afterwards, and on or about the 7' day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 174, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

138 And for a hundred & thirty-sixth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 175;" that afterwards, and on or about the 7' day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 175, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came

to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

139 And for a hundred & thirty-seventh and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 176;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 176, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

140 And for a hundred & thirty-eighth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to dis-

tinguish it from others of like character, was marked "No. 177;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 177, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

141 And for a hundred & thirty-ninth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 178;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 178, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned,

and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

142 And for a hundred & fortieth and further cause of action said plaintiffs allege, that on the first day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 179;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi annual interest at that time due on said bond of the county of Douglas, No. 179, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

143 And for a hundred & forty-first and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 180;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling

due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 180, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

144 And for a hundred & forty-second and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 181;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 181, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-

five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

145 And for a hundred & forty-third and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 182;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 182, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

146 And for a hundred & forty-fourth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 183;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by

said county whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 183, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

147 And for a hundred & forth-fifth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the 1st day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 184;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 184, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

148 And for a hundred & forty-sixth and further cause of action

said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 185;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 185, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

149 And for a hundred & forty-seventh and further cause of action, said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 186;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. , a copy of which said

bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

150 And for a hundred & forty-eighth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 193;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas No. 193, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

151 And for a hundred & forty-ninth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid,

whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the yearone thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 194;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 194, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non payment and dishonor of said coupon.

152 And for a hundred & fiftieth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July of each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 195;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 195, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

153 And for a hundred & fifty-first and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 196;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 106, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

154 And for a hundred & fifty-second and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to

divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 197;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 197, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dsihonor of said coupon.

155 And for a hundred & fifty-third and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bonds, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 198;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 198, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the

same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

156 And for a hundred & fifty-fourth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 199;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 199, a copy of which said bond, coupon and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

157 And for a hundred & fifty-fifth and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. 200;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that,

as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No 200, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and now are the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

158 And for a and further cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1872, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars, on the first day of July, in the year one thousand nine hundred and two, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked "No. ;" that afterwards, and on or about the 7th day of December, 1872, said bond was duly registered in the office of the auditor of the State of Kansas; that as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose.

That among the coupons so attached to said bond was one made by said county whereby it promised to pay to bearer thirty-five dollars, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. , a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the auditor of the State, except as to the number, is hereunto annexed, marked "Exhibit B," and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been and are now the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused, and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part there-

of, but is indebted to these plaintiffs therefor in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the 1st day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon.

159 Wherefore the plaintiffs ask that they have judgment against the said county of Douglas for the sum of five thousand seven hundred and fifty dollars and fifty cents, with interest thereon at the rate of ten per cent. per annum from the first day of January, 1875.

JOHN K. CRAVENS,
Attorney for Plaintiffs.

Precipe.

KANSAS CITY, MO., *M'ch* 19, 1875.

Clerk circuit court United States, district of Kansas:

You will issue summons to the United States marshal, district of Kansas, endorsed "Plaintiffs demand money-judgment for $5,750.50, with interest at ten per cent. from January 1st, 1875."

JOHN K. CRAVENS,
Atty. for Plaintiffs.

EXHIBIT A.

No. UNITED STATES OF AMERICA. $1,000

STATE OF KANSAS, COUNTY OF DOUGLAS, *July 1st*, 1899.

Bond.

Know all men by these presents that the county of Douglas acknowledges itself to owe, and promises to pay to the bearer, one thousand dollars, lawful money of the United States of America, on the first day of July, in the year of our Lord one thousand eight hundred and ninety-nine, at the office of the county treasurer of the county of Douglas, Kansas, with interest at the rate of seven per cent. per annum,

160 payable semi annually on the first day of January and July in each year, on the surrender of the annexed coupons as they severally become due. This bond is executed and issued by virtue of and in accordance with the act of the legislature of the State of Kansas entitled "An act to authorize counties and cities to issue bonds to railroad companies," approved February 10th, 1865, and the other laws of said State, and in pursuance of and in accordance with the vote of a majority of the qualified electors of the county of Douglas, at a special election regularly called and held on September 12th, 1865.

In testimony whereof the board of county commissioners of the said county of Douglas caused these presents to be signed by the chairman of said board, and by the clerk of the county, and to be sealed with the seal of said county, and to be registered by the treasurer of said county.

Lawrence, July 1st, 1869.

[SEAL.]

GEO. CUTTER,
Chairman.
PAUL R. BROOKS,
Clerk.

Registered by—
M. S. BEACH, *Treasurer.*

Coupon.

$35. STATE OF KANSAS. $35

The county of Douglas will pay to the bearer, on the 1st day of January, A. D. 1875, thirty-five dollars, interest due on bond No. , payable at the Fourth National Bank of the city of New York.

GEO. CUTTER,
Chairman Co. Comrs.
PAUL R. BROOKS,
County Clerk.

(Endorsement:)

I, A. Thoman, auditor of the State of Kansas, do hereby certify
161 that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads or other works of internal improvements, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2nd, 1872.

Witness my hand and official seal this sixteenth day of May, 1872.

[SEAL.]
A. THOMAN,
Auditor of State.

EXHIBIT B.

No. UNITED STATES OF AMERICA. $1,000.

Bond of the county of Douglas.

UNITED STATES OF AMERICA,
State of Kansas:

I in payment of stock in the St. Louis, Lawrence and Denver Railroad Company.

Know all men by these presents that the county of Douglas acknowledges itself to owe, and promises to pay to bearer, one thousand dollars, lawful money of the United States of America, on the first day of July, A. D. one thousand nine hundred and two, at the National Bank of Commerce in the city of New York, with interest at the rate of seven per cent. per annum, payable semi-annually on the first day of January and the first day of July of each year, on the surrender of the annexed coupons as they become due at said National Bank of Commerce, New York.

162 This bond is executed and issued by virtue of and in accordance with the act of the legislature of the State of Kansas approved February 27, A. D. 1869, entitled "An act to amend sections fifty-one, (51,) fifty-two, (52,) and fifty-three, (53) of an act entitled an act concerning private corporations, approved March 6th, A. D. 1862," and the other laws of the State of Kansas, and in pursuance of and in accordance with the vote of a majority of the qualified electors of the county of

Douglas, at a special election regularly called and held on August third, 1870.

In testimony whereof the board of county commissioners of the said county of Douglas have caused this bond to be signed by the chairman of the said board and by the clerk of the county, and to be sealed with the seal of said county, and to be registered, as required by law, at the city of Lawrence, county of Douglas, this first day of July, A. D. 1872.

[SEAL.] O. DARLING,
Ch'man of Board of Co. Commissioners.

Registered July 1, 1873.

PAUL R. BROOKS,
County Clerk.

Coupon.

$35. STATE OF KANSAS. $35.

The county of Douglas will pay to the bearer, at the National Bank of Commerce in the city of New York, on the first day of January, 1875, thirty-five dollars, for six months' interest due on bond No. .

O. DARLING,
Ch'm'n Bd. Co. Comrs.
PAUL R. BROOKS,
Co. Clerk.

(Endorsement:)

163 I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvements, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2nd, 1872.

Witness my hand and official seal this 7th day of Dec'b'r, 1872.

[SEAL.] A. THOMAN,
Auditor of State.

(Endorsed:) No. 1218. Matthew Bolles & M. Shepard Bolles vs. The Board of County Commissioners of *of* the County of Douglas, Kansas. Petition & precipe. Filed March 20, 1875. A. S. Thomas, clerk.

Security for costs.

In the circuit court of the United States for the district of Kansas.

MATTHEW BOLLES ET AL.
vs.
THE BOARD OF COUNTY COMMISSIONERS OF Douglas County.

We, the undersigned, Wm. C. Tenney and J. N. McMillan, acknowledge ourselves to owe and stand indebted to the board of county com-

missioners of Douglas County, State of Kansas, in the sum of
164 five hundred dollars, to the payment whereof we, jointly and severally, bind ourselves by these presents: nevertheless, upon the condition that if the said Matthew Bolles & others shall pay all costs which shall be adjudged against them in the above-entitled cause about to be instituted in the United States circuit court for the district of Kansas, then this obligation shall be void.

Witness our hands and seals this 13th day of March, A. D. 1875.

WM. C. TENNEY. [SEAL.]
J. N. McMILLAN. [SEAL.]

LAWRENCE, KANSAS, *March 13th*, 1873.

I hereby certify that the within bond is satisfactory and sufficient.

W. W. NEVISON,
County Attorney of Douglas County, Kans.

(Endorsed:) No. 1218. Matthew Bolles & Co. v. The Board of County Commissioners of the County of Douglas. Bond for costs. Filed March 20, 1875. A. S. Thomas, clerk. Approved. A. S. Thomas, clerk.

And on this day, to wit, March 20th, 1875, the clerk of said court issued a writ of summons in said entitled action; which said writ of summons, with the endorsements and marshal's return thereon, is in words and figures following, to wit:

Summons.

Circuit court of the United States of America.

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the district of Kansas, greeting:

You are hereby commanded to notify the board of county commissioners of the county of Douglas, Kansas, that it has be' sued by
165 Matthew Bolles and M. Shepard Bolles in the circuit court of the United States for the district of Kansas, and that unless it answer by the nineteenth day of April, A. D. 1875, the petition of the said Matthew Bolles and M. Shepard Bolles against it, filed in the clerk's office of the said court, such petition will be taken as true, and judgment rendered accordingly. You will make due return of this writ on the 30th day of March, A. D. 1875.

Witness the Hon. Morrison R. Waite, Chief-Justice of the Supreme Court of the United States of America, at Topeka, in said district, this 20th day of March, A. D. 1875.

[SEAL.] A. S. THOMAS, *Clerk.*

(Endorsed:)

Suit brought for the recovery of money. Amount claimed, $5,750.50, with interest from the first day of January, A. D. 1875, at the rate of ten per cent. per annum.

JOHN K. CRAVENS,
Attorney for Plaintiff.

No. 1218. Circuit court of the United States, district of Kansas. Matthew Bolles & M. Shepard Bolles vs. The Board of County Commis-

sioners of the County of Douglas, Kansas. Summons issued March 20th, 1875; returnable March 30th, 1875.

JOHN K. KRAVENS,
Attorney for Plaintiff.

U. S. marshal's return.

DISTRICT OF KANSAS, *ss:*

Received this writ March 24th, 1875, and executed the same at Douglas County, State and district of Kansas, by leaving a true and certified copy of the within writ, with all the endorsements thereon, for John Diskins, chairman of said county commissioners, Douglas County, with M. R. Dutton, deputy county clerk of said county, for him, at his
166 place of business, in said Douglas County; and also delivered a like copy of the within writ to T. B. Smith, county clerk of said county, by leaving the same at his usual place of abode, in Douglas County, with a member of his family.

March 26, 1875.

W. S. TOUGH,
U. S. Marshal, Dist. of Kansas.
B. D. J. KELLER,
Deputy.

Marshal's fees:

For servis on 2 per	4 00
" travel, 30 miles, 6 cts	1 80
	$5 80

Filed 27 M'ch, A. D. 1875.

A. S. THOMAS, *Clerk.*

And on this day, to wit, May 15th, 1875, the parties, by their attorneys, filed in the clerk's office of said court their stipulation in said entitled action; which said stipulation is in the words and figures following, to wit:

Stipulation.

In the circuit court of the United States for the district of Kansas.

MATTHEW BOLLES AND M. SHEPARD BOLLES
vs.
BOARD OF COUNTY COMMISSIONERS OF DOUGLAS County, Kansas, defdt. } Stipulation.

It is hereby stipulated that defendants may have until 15th day of May, A. D. 1875, in which to answer or plead in the above-entitled action.

JOHN K. CRAVENS,
Atty. for Plaintiff.

(Endorsed:) No. 1218. Matthew Bolles & M. S. Bolles vs. Board of County Commiss'rs of Douglas County. Stipulation. Filed May 15, 1875. A. S. Thomas, clerk.

167 And on this day, to wit, May 15th, 1875, the defendant, by its attorneys, filed in the clerk's office of said court its answer in said

entitled action; which said answer is in the words and figures as follows, to wit:

Answer.

Circuit court of the United States, district of Kansas.

MATTHEW BOLLES AND M. SHEPARD BOLLES, plaintiffs,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the county of Douglas, defend't.

Now comes the said defendant, and for answer to the petition of the plaintiff herein, and of each count thereof—

1st. Denies each and every allegation thereof.

2nd. And for a second defense, the defendant avers that no vote of the qualified electors of the county of Douglas was ever taken authorizing or purporting to authorize the county commissioners of the county of Douglas to issue to the St. Louis, Lawrence and Denver Railroad Company the bonds or coupons mentioned in the plaintiffs' petition, or any of them, or to take stock in said corporation to be paid for with such bonds and coupons.

3d. And for a third defense, the defendant avers that no vote of the qualified electors of said county was ever taken authorizing or purporting to authorize the board of county commissioners of said county to issue to the St. Louis, Lawrence and Denver Railroad Company the bonds or coupons mentioned in the plaintiffs' petition, or any of them, or to take stock in said company to be paid for with such bonds and coupons, of all of which facts the plaintiff had full notice when they
168 received said bonds and coupons, and they paid no value therefor.

4th. And for a fourth , the defendant avers that no subscription to the stock of said company was ever made by the county commissioners of said county after any railroad of said company was located to, into, through, from, or near said county.

5. And for a fifth defense, the defendant avers that no subscription to the capital stock of the Saint Louis, Lawrence and Denver Railroad Company was ever made by the county commissioners of said county after any railroad of said company was located to, into, through, from, or near said county, and of this the plaintiff had full notice when they received said bonds and coupons.

6. And for a sixth defense, the defendant avers that the said bonds and coupons were not, nor were any of them, issued in payment of assessments upon all the stock of said railroad company, nor in payment upon any assessment.

7. And for a seventh defense, the defendant avers that the said bonds and coupons were not, nor were any of them, issued in payment of assessments upon all the stock of said railroad company, nor in payment of any assessment, of which the plaintiffs had full notice when they received said bonds & coupons.

8. And for a further defense, this defendant avers that said bonds were executed and deposited in escrow in the Second National Bank of St. Louis, Missouri, to be delivered by said national bank to said railroad company when said St. Louis, Lawrence and Denver Rail-
169 road should be completed and operated from Lawrence to the eastern boundary of said Douglas County, and accepted by the Missouri Pacific Railroad Company, under their lease of said St. Louis,

Lawrence and Denver Railroad, and when such acceptance should have been duly certified to said national bank, by the president of the St. Louis, Lawrence and Denver Railroad and the board of commissioners of said Douglas County. Yet the said railroad company, well knowing the premises, without having completed or put in operation said railroad from said Lawrence to the east line of Douglas County, or any part thereof, or procuring such acceptance by the Missouri Pacific Railroad Company, nor any certificate of such acceptance by the board of county commissioners of said county, fraudulently obtained said bonds and coupons from said bank, and no delivery of said bonds was ever made by this defendant except as aforesaid.

9. And for a further defense, this defendant avers that said bonds were execu'd and deposited in escrow in the Second National Bank of St. Louis, Missouri, to be delivered by said national bank to said railroad company when said St. Louis, Lawrence and Denver Railroad should be completed and operated from Lawrence to the eastern boundary of said Douglas County, and accepted by the Missouri Pacific Railroad Company, under their lease of said St. Louis, Lawrence and Denver Railroad, and when such acceptance should have been duly certified to said national bank, by the president of the St. Louis, Lawrence and Denver Railroad and the board of county commissioners of said Douglas County.

Yet the said railroad company, well knowing the premises, with-
170 out having completed or put in operation said railroad from said Lawrence to the east line of Douglas County, or any part thereof, or procuring such acceptance by the Missouri Pacific Railroad Company, nor any certificate of such acceptance by the board of county commissioners of said county, fraudulently obtained said bonds and coupons from said bank, and no delivery of said bonds was ever made by this defendant except as aforesaid. And the plaintiff received said bonds with full notice of the facts herein in this defense stated, and without giving any value therefor.

NELSON COBB,
WILSON SHANNON, &
W. W. NEVISON,
Attys. for Defendant

(Endorsed:) No. 1218. Matthew Bolles et al. vs. The Board of Commiss'rs of the County of Douglas. Answer. Filed May 15th, 1875. A. S. Thomas, clerk. Nelson Cobb, Wilson Shannon, & W. W. Nevison, attys. for deft.

And on this day, to wit, May 31st, 1875, the plaintiffs, by their attorney, filed in the clerk's office of said court their demurrer to part of defendant's answer in said-entitled action; which said demurrer is in words and figures following, to wit:

Demurrer to answer.

In the circuit court of the United States for the district of Kansas.

MATTHEW BOLLES AND M. SHEPARD BOLLES
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the county of Douglas. } No. 1218.

The plaintiffs demur to the second, fourth, sixth, and eighth
171 special matters of defense set up in the defendant's answer to plaintiffs' petition, because said special matters fail, and each of

them fails, to state facts sufficient to constitute a defense to plaintiffs' petition.

JOHN K. CRAVENS,
Attorney for Plaint's.

(Endorsed:) No. 1218. Matthew Bolles and M. Shepard Bolles vs. The Board of County Commissioners of the County of Douglas. Demurrer. Filed May 31, 1875. A. S. Thomas, clerk.

And on this day, to wit, May 31st, 1875, the plaintiffs, by their attorney, filed in the clerk's office of said court their reply to part of defendant's answer in said entitled ; which said reply is in words and figures following, to wit:

Reply to part of answer.

In the circuit court of the United States for the district of Kansas.

MATTHEW BOLLES AND M. SHEPARD BOLLES
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Douglas.

The plaintiffs, for reply to the third, fifth, and ninth special matters of defense set up in defendant's answer, deny each and every material allegation therein contained.

JOHN K. CRAVENS,
Atty. for Plaintiffs.

(Endorsed:) No. 1218. Matthew Bolles et al. vs. The Board of County Commissioners of the County of Douglas. Reply. Filed May 31, 1875. A. S. Thomas, clerk. Cravens for plaintiffs.

172 And on this day, to wit, June 7th, 1875, in the June term, A. D. 1875, of said court, in the record of the procedings thereof in said entitled action, is the following entry, to wit:

Journal entry.

MATTHEW BOLLES AND M. SHEPARD BOLLES
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Douglas, Kansas. 1218.

Now comes the defendant, by its attorneys, and by leave of court files its amended answer herein, and on motion of plaintiff, by J. K. Cravens, their attorney, leave is given them to file reply to said answer within the present week.

And on this day, to wit, June 7th, 1875, the defendant, by its attorneys, filed in the clerk's office of said court its amended answer in said entitled action; which said amended answer is in words and figures following, to wit:

Amended answer.

Circuit court of the United States, district of Kansas.

MATTHEW BOLLES AND M. SHEPARD BOLLES, plaintiffs,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Douglas, defendants.

Now comes the said defendant, and for amended answer to the petition of the plaintiffs herein, and of each count thereof—

1st. Denies each and every allegation thereof.

2nd. And for a second defense to the several causes of action in said petition numbered from "first to twenty-eight, inclusive," the defendant avers that no vote of the qualified electors of the county of
173 Douglas was ever taken, authorizing or pur*pur*porting to authorize the county commissioners of the county of Douglas to issue to the Saint Louis, Lawrence and Denver Railroad Company the bonds or coupons mentioned in the plaintiffs' petition, or any of them, or to take stock in said corporation, to be paid for with such bonds and coupons.

3d. And for a third defense, the defendant avers that no vote of the qualified electors of said county was ever taken authorizing or purporting to authorize the board of county commissioners of said county to issue to the St. Louis, Lawrence and Denver Railroad Company the bonds or coupons mentioned in the plaintiffs' petition, or to take stock in said company to be paid for with such bonds and coupons, of all of which facts the plaintiffs had full notice when they received said bonds and coupons, and they paid no value therefor.

4th. And for a fourth defence, the defendant avers that no subscription to the stock of said company was ever made by the commissioners of said county after any railroad of said company was located to, into, through, from or near said county.

5th. And for a fifth defence, the defendant avers that no subscription to the capital stock of the Saint Louis, Lawrence and Denver Railroad Company was ever made by the county commissioners of said county after any railroad of said company was located to, into, through, from or near said county, and of this the plaintiffs had full notice when they received said bonds and coupons.

174 6th. And for a sixth defence, the defendant avers that the said bonds and coupons were not, nor were any of them, issued in payment of assesments upon all the stock of said railroad company, nor in paymemt upon any assessment upon such stock.

7th. And for a seventh defence, the defendant avers that the said bonds and coupons were not, nor were any of them, issued in payment of assessments upon all the stocks of said railroad company, nor in payment of any assessment, of which fact the plaintiffs had full notice when they received said bonds and coupons.

8th. And for a further defence, this defendant avers that said bonds were executed and deposited in escrow in the Second National Bank of Saint Louis, Missouri, to be delivered by said national bank to said railroad company when the said St. Louis, Lawrence and Denver Railroad should be completed and operated from Lawrence to the eastern boundary of said Douglas County, and accepted by the Missouri Pacific Railroad Company, under their lease of said St. Louis, Lawrence and Denver Railroad, and when such acceptance should have been duly certi-

fied to said national bank by the president of the St. Louis, Lawrence and Denver Railroad and the board of commissioners of said Douglas County. Yet the said railroad company, well knowing the premises, without having completed or put in operation said railroad from said Lawrence to the east line of Douglas County, or any part thereof,
175 or procuring such acceptance by the Missouri Pacific Railroad Company, or any certificate of such acceptance by the board of county commissioners of said county, fraudulently obtained said bonds and coupons from said bank, and no delivery of said bonds were ever made by this defendant except as aforesaid.

9th. And for a furthe*d* defense this defendant avers that said bonds were executed and deposited in escrow in the Second National Bank of Saint Louis, Missouri, to be delivered by said national bank to said railroad company when said St. Louis, Lawrence and Denver Railroad should be completed and operated from Lawrence to the eastern boundary of said Douglas County and accepted by the Missouri Pacific Railroad Company, under their lease of St. Louis, Lawrence and Denver Railroad, and when such acceptance should have been duly certified to said national bank by the president of the St. Louis, Lawrence and Denver Railroad, and the board of commissioners of said Douglas County. Yet the railroad company, well knowing the premises, without having completed or put in operation said railroad from said Lawrence to the east line of Douglas County, or any part thereof, or procuring such acceptance by the Missouri Pacific Railroad Company, nor any certificate of such acceptance by the board of county commissioners of said county, fraudulently obtained said *said* bonds and coupons from said bank, and no delivery of said bonds was ever made by this defendant, except as aforesaid, and the plaintiffs received said bonds with full notice of the
176 facts herein in this defence stated, and without giving any value therefor.

10th. And for a second defence to the several counts or causes of action in said petition, numbered from the 29th to the 155th, inclusive, the defendant avers that on the 14th day of July, 1870, the board of county commissioners of the said county of Douglas made an order submitting to the vote of the electors of said county, to be voted upon on 23rd day of August of that year, the question, "Shall the county of Douglas subscribe for and take stock in the St. Louis, Lawrence and Denver Railroad Company in the sum of two hundred thousand dollars and issue the bonds of the county in payment therefor, said bonds payable in thirty years from the date of delivery, with interest at the rate of seven per cent. per annum, payable semi-annually, provided that said bonds shall not be delivered to said company until it shall construct and have in full operation a railroad from Lawrence, westwardly along the valley of the Waukarusa River to a point of junction with the Atchison, Topeka and Santa Fé Railroad? Ballots to be written or printed, 'For the bonds,' or 'against the bonds.'"

And this defendant further avers that a vote of the electors of said county was taken pursuant to said order, and afterwards, and on the 22nd day of February, 1872, under color of said vote, and without any other vote of the electors of said county authorizing or purporting to authorize the issuing of such bonds by said county commissioners to said railroad company or the subscription by said commissioners of stock in said railroad company, the board of county commissioners of said county made the following order, to wit:

177 "LAWRENCE, KANSAS, *February 22nd*, 1872.

"The board of county commissioners of the county of Douglas, Kansas, met pursuant to the call of the chairman. There were present Commissioners Darling, Grover, and Disbrow, and Paul R. Brooks, county clerk. The following proceedings were had:

"The president of the Saint Louis, Lawrence and Denver Railroad Company appeared and made a statement to the board that said company were about to contract for a railroad to be built from Lawrence to Carbondale via the Wakarusa Valley, and requested the board to make the subscription of stock authorized by vote of the county August 3d, 1870.

"Whereupon the board made a subscription of two hundred thousand dollars to the stock of the Saint Louis, Lawrence and Denver Railroad Company, in words and figures as follows:

"Whereas the following proposition was submitted by the board of county commissioners of the county of Douglas, Kansas, to the voters of said county, at a legal election held on the third day of August, 1870, to wit, Shall the county of Douglas subscribe and take stock in the Saint Louis, Lawrence and Denver Railroad Company in the sum of two hundred thousand dollars, and issue the bonds of the county in payment therefor, said bonds payable in thirty years from the date thereof, with interest at the rate of seven per cent. per annum, payable semi-annually, provided that said bonds shall not be delivered to said company until it shall construct and have in full operation a railroad from Law-
178 rence westward along the valley of the Wakarusa River to a point of junction with the Atchison, Topeka and Santa Fé Railroad? and whereas a majority of said votes cast at said election were in favor of said proposition, whereby the same became adopted and binding upon the county of Douglas: Now, therefore, we, in consideration that said railroad company shall commence the construction of said railroad within three months from this date and complete and operate the same from Lawrence to the western boundary-line of Douglas County, on or before the first day of November, A. D. 1872, by virtue of the above authority and of the power vested in us as county commissioners of said county, subscribe, in behalf of said county, to the capital stock of said Saint Louis, Lawrence and Denver Railroad Company, to the amount of two hundred thousand dollars, being two thousand shares of one hundred dollars each, in the capital stock of the said corporation, and agree to issue to said corporation in payment for the stock so subscribed bonds of said county in the sum of two hundred thousand dollars, payable to bearer in thirty years, said bonds to draw seven per cent. interest, payable semi-annually in New York City, and to be forthwith executed and deposited in escrow in New York City, with the Farmers' Loan and Trust Company of New York, to be by it issued and delivered upon the certificate of the board that all the terms of said proclamation, pursuant to which an election was held, at which the board was authorized to make the subscription and issue said bonds have been complied with,
179 and that two hundred thousand dollars of the full-paid stock of said Saint Louis, Lawrence and Denver Railroad Company have been issued to the county of Douglas. But this subscription is upon condition that said road from Lawrence to Carbondale shall always be operated as a main line, and that if at any time the said road from Lawrence to Carbondale shall cease to be run and operated as the main line of said company, the said Saint Louis, Lawrence and Denver Railroad Company shall thereafter be indebted to said county of Douglas in the sum of two hundred thousand dollars, and which shall be a first lien on

said road in advance of any mortgage. Said road to be of the same gauge as the road from Lawrence to Pleasant Hill.

"Ordered, that the clerk prepare bonds to the amount of two hundred thousand dollars, in denominations of one thousand dollars, with interest-coupons attached, at the rate of seven per cent. per annum, payable semi-annually, and that the chairman of the board and county clerk execute and sign said bonds, and deposit the same in escrow with the Farmers' Loan & Trust Company of New York, to be delivered only upon the certificate of the county commissioners of the county of Douglas that the terms of the subscription of the stock, and the proclamation under which the election authorizing said subscription of stock was held, have been fully complied with."

Under pursuance of said vote and said order, and by no other authority, the bonds and coupons mentioned in the plaintiff's petition were executed by said O. Darling and said Paul R. Brooks.

180 And the defendant further avers that said Saint Louis, Lawrence and Denver Railroad Company, at all times since the commencement of its existence, has been and still is a corporation organized for the purpose of constructing and with the power to construct and operate a railroad, the termini of which, by the terms of its charter, were to be the city of Lawrence, Kansas, and Olathe, Johnson County, Kansas.

And the defendant further shows that the route described in the vote aforesaid, and the order aforesaid subscribing or authorizing subscription in the sum of two hundred thousand dollars to the capital stock of said company, or purporting to authorize the issue of said bonds, to wit, "From Lawrence westward along the valley of the Waukarusa River to a point of junction with the Atchison, Topeka and Santa Fé Railroad," is not a point in any route between said termini, nor any part of said branch to Paola, but is an extension of said route westwardly from Lawrence, over which said railroad company had no chartered rights, nor any legal right to build said road, neither at the time said vote was taken nor at any time since.

And the defendant says that said was taken, said order for subscription made, and said bonds issued to induce said railroad company to build a railroad which it had no legal right to build. And said vote and order was made upon condition of said illegal act, and said

181 subscription, vote, and order for subscription, and said bonds were and are therefore void.

11th. And for a third defense to the counts in said petition numbered from 29th to 155th, inclusive, the defendant avers that on the 22nd day of February, 1872, the board of county commissioners of said county made the order of that date recited in the defence last above stated.

And in pursuance of said vote and said order, and by no other authority, the bonds and coupons mentioned in the plaintiff's petition were executed by said O. Darleng and said Paul R. Brooks.

And the defendant further avers that said Saint Louis, Lawrence and Denver Railroad Company, at all times since the commencement of its existance, has been and still is a corporation organized for the purpose of constructing and with the power to construct and operate a railroad the termini of which, by the terms of its charter, were to be the city of Lawrence, Kansas, and Olathe, Johnson County, Kansas.

And the defendant further shows that the route described in the vote aforesaid, and in the order aforesaid, subscribing, or authorizing subscription, in the sum of two hundred thousand dollars to the capital stock of said company, or purporting to authorize the issue of said

bonds, to wit, "From Lawrence westward along the valley of the
182 Wakarusa River to a point of junction with the Atchison, Topeka and Santa Fé Railroad," is not a point in any route between said termini, nor any part of said branch to Paola, but is an extension of said route westwardly from Lawrence, over which said railroad company had no chartered rights, nor any legal right to build said road, neither at the time said vote was taken nor at any time since.

And the defendant says that said vote was taken, said order for subscription made, and said bonds issued to induce said railroad company to build a railroad which it had no legal right to build, and said vote and order was made upon condition of said illegal act; and said subscription, vote, and order for subscription, and said bonds, were and are therefore void.

And the defendant avers that the plaintiff, when he acquired said bonds, had full notice of all the terms of the said vote and of the said subscription, and that the charter to said railroad company gave no authority to said company to construct the line of road described in said vote of the electors, and the subscription of the said county commissioners to the capital stock of said company were conditioned for the building of said road over said route as aforesaid when the company had no right to build the same, and the plaintiff never gave any value or consideration for said bonds or coupons.

NELSON COBB &
W. W. NEVISON,
Attorneys for Defendant.

183 The defendant may file amended answer on first day of term, with leave to plaintiffs to plead on before the fifth day of the term.

JOHN K. CRAVENS,
For Plaintiffs.

(Endorsed:) Matthew Bolles et al. vs. The Board of County Commissioners of the County of Douglas. Amended answer filed June 7, 1875. A. S. Thomas, clerk. Nelson Cobb & W. W. Nevison.

And on this day, to wit, June 8, 1875, the plaintiffs, by their attorney, filed in the clerk's office of said court their demurrer to part of defendant's answer, which said demurrer is in words and figures following, to wit:

Demurrer to part of amended answer.

MATTHEW BOLLES ET AL.
v.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Douglas.

The plaintiffs' demurrer to the second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and eleventh matters of special defence set up in defendants' amended answer, and to each of them, for the reasons—

First. That the matters so specially set up do not, nor do either of them, constitute a defence to plaintiffs' petition.

Second. The matters so specially pleaded are inconsistent with the first paragraph and defence of said amended answer.

JOHN K. CRAVENS,
Attorneys for Plaintiffs.

(Endorsed:) Gen. No. 1218. Matthew Bolles et al. v. The Board of County Commissioners of Douglas County. Dem. to amend. ans.
184 filed June 8, 1875. A. S. Thomas. J. K. Cravens, for plaint's.

And on this day, to wit, June 10, 1875, the parties hereto filed in the clerk's office of said court their stipulation for continuance in said entitled action; which stipulation is in the words and figures following, to wit:

Stipulation.

In the circuit court of the United States for the district of Kansas.

MATTHEW BOLLES ET AL.
vs.
THE BOARD OF COUNTY COMMISSIONERS OF Douglas County.

It is hereby stipulated and agreed that the above cause may be continued generally until the next term of this court, upon the conditions: that the same shall be then tried without further continuance; that a jury is hereby waived, and the cause shall be tried by the court and make special findings therein; that the plaintiffs may file supplemental counts upon coupons upon the bonds mentioned in their petition which shall mature prior to the trial of said cause; plaintiffs shall not be required to prove the registration of said bonds by the auditor of State of Kansas; but that fact is admitted as alleged in the several counts of the petition; it is admitted that the coupons sued upon were presented for payment at the proper time and place, and payment refused; and that the coupons were regularly protested for non-payment; and this stipulation shall cover any coupons embraced in any supplemental counts which may be filed.

JOHN K. CRAVENS,
Atty. for Plaintiff.
NELSON COBB & W. W. NEVISON,
185 *Attys. for Defendant.*

It is hereby agreed that the within stipulation shall apply to the cases of Louis Benziger vs. The Board of Commiss'rs of the County of Douglas, and the case of John P. Atwater vs. The same; and the same entry that is made in the within-mentioned shall be made in the above-entitled action June 10th, 1875.

WILLIAMS & BURNS,
Attys. for Atwater & Benziger.
NELSON COBB & W. W. NEVISON,
Attys. for Defendant.

(Endorsed:) No. 1218. Matthew Bolles et al. vs. The Board of County Commissioners of the County of Douglas. Stipulation for a continuance filed June 10, 1875. A. S. Thomas, clerk.

And on this day, to wit, June 10th, 1875, in the June term, A. D. 1875, of said court, in the record of the proceedings thereof in said entitled action is the following entry, to wit:

Journal entry.

MATTHEW BOLLES AND M. SHEPARD BOLLES
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Douglas, Kansas. } 1218.

Ordered, that this case be, and the same is hereby, continued to the next term of this court.

And on this day, to wit, November 23rd, 1875, in the November term, A. D. 1875, of said court, in the record of the proceedings thereof, in said entitled action is the following entry, to wit:

Journal entry.

186 MATTHEW BOLLES ET AL.
vs.
THE BOARD OF COUNTY COMMISSIONERS of the County of Douglas. } 1218.

On motion of John K. Cravens, attorney for plaintiffs, it is ordered by the court that said plaintiffs have leave to file their reply to the third, fifth, ninth, tenth, and eleventh counts of defendants' amended answer.

And on this day, to wit, June 8th, 1875, the plaintiffs, by their attorneys, filed in the clerk's office of said court their reply to part of amended answer in said entitled action; which said reply is in words and figures following, to wit:

Reply to part of amended answer.

In the circuit court of the United States, district of Kansas.

MATTHEW BOLLES & Co.
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Douglass.

The plaintiffs, for reply to the matter of defense set up in the third, fifth, ninth, tenth, and eleventh special defenses in defendants' amended answer, says the facts in each of said special defenses set forth are wholly untrue.

JOHN K. CRAVENS,
Atty. for Plaintiffs.

(Endorsed:) No. 1218. Matthew Bolles & Co. vs. Board County Com'rs Douglas County. Reply to 3rd, 5th, 9th, 10th, & 11th special defenses in amend. answer. Filed November 23, 1875. A. S. Thomas, clerk. J. K. Cravens, for plaintiff.

187 And on this day, to wit, Tuesday, December 7th, 1875, in the November term, A. D. 1875, of said court, in the record of the proceedings thereof in said entitled action, is the following entry, to wit:

Journal entry.

MATTHEW BOLLES AND M. SHEPARD BOLLES, plaintiffs, *vs.* THE BOARD OF COUNTY COMMISSIONERS OF Douglas County, Kansas, defendants. } 1218.

Now, at this day come the plaintiffs, by John K. Cravens, their attorney, and the defendants, by Messrs. Cobb, Cook and Nevison, their attorneys, and the plaintiffs, under the stipulation filed at the last term of this court, filed additional counts to their petition upon the bonds issued July 1st, 1869, for interest-coupons maturing July 1st, 1875, numbered 41, 44, 51, 61, 62, 63, 65, 66, 67, 69, 71, 72, 73, 76, 80, 81, 90, 92, 93, 94, 95, 96, 97, 116, 117, 121, 122, for thirty-five dollars & interest and damages, each; also additional counts upon the bonds issued July 1st, 1872, for interest-coupons maturing January 1st, 1875, numbered 23 and 29, for thirty-five dollars & interest and damages, each; also additional counts upon the bonds issued July 1st, 1872, for interest-coupons maturing July 1st, 1875, numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 16, 19, 20, 21, 22, 23, 26, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 46, 47, 48, 49, 50, 51, 53, 90, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 122, 123, 124, 127, 128, 129, 130, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142 143, 144, 145, 146, 147, 148, 149, 150, 151, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 193, 194, 195, 196, 197, 198, 199, 200, for thirty-five dollars & interest and damages each; thereupon the defendants answer to said additional counts the same matter of defense to each series of bonds that are set up in the amended answer to the original
188 counts, and to such answer the plaintiffs demur and reply as to the amended answer.

Special findings.

MATTHEW BOLLES AND M. SHEPARD BOLLES, plaintiffs, *vs.* THE BOARD OF COUNTY COMMISSIONERS OF the County of Douglas, defendant.

Be it remembered, that in the said court, of the November term thereof, and on the 6th day of December, A. D. 1875, the said cause in which a jury had been waived came on for hearing before the court, (Dillon & Foster, judges,) and the court after hearing the evidence and counsel thereon, finds specially the following to be the facts material to said cause, and the issues therein, to wit:

Special findings.

The following is a copy of one of the bonds of the first issue hereinafter referred to:

"No. 41. UNITED STATES OF AMERICA. $1,000.

"STATE OF KANSAS,
"*County of Douglas, July 1st*, 1869.

"*Bond.*

"Know all men by these presents, that the county of Douglas acknowl-

edges itself to owe and promises to pay to the bearer one thousand dollars, lawful money of the United States of America, on the first day of July, in the year of our Lord one thousand eight hundred and ninety-nine, at the office of the county treasurer of the county of Douglas, Kansas, with interest at the rate of seven per centum per annum, payable semi-annually on the first day of January and July in each year, on the surrender of the annexed coupons as they severally become due. This
189 bond is executed and issued by virtue of, and in accordance with, the act of the legislature of the State of Kansas, entitled 'An act to authorize counties and cities to issue bonds to railroad companies,' approved February 10th, 1865, and the other laws of said State, and in pursuance of, and in accordance with, the vote of a majority of the qualified electors of said county of Douglas, at a special election regularly called and held on September 12, 1865. In testimony whereof the Board of County Commissioners of the said county of Douglas caused these presents to be signed by the chairman of the said board, and by the clerk of the county, and to be sealed with the seal of said county, and to be registered by the treasurer of said county, Lawrence, July 1st, 1869.

"GEO. CUTTER,
"*Chairman.*

[SEAL.] "PAUL R. BROOKS,
"*Clerk.*

"Registered by— M. S. BEACH,
"*Treasurer.*"

2. The following is a copy of one of the coupons detached from said bonds and now in suit:

"$35. STATE OF KANSAS. $35.

"The county of Douglas will pay to the bearer on the first day of January, A. D. 1875, thirty-five dollars, interest due on bond No. 41.
11. "GEO. CUTTER,
"*Chairman Co. Com'rs.*
"PAUL R. BROOKS,
"*County Clerk.*"

Written across the face: Payable at the Fourth National Bank of the city of New York.

3. The following is a copy of one of the bonds of the second issue hereinafter referred to:

"No. 23. UNITED STATES OF AMERICA. $1,000.

"*Bond of the county of Douglas, State of Kansas.*

"UNITED STATES OF AMERICA:

"Issued in payment of stock in the St. Louis, Lawrence and Denver Railroad Company.

"Know all men by these presents, that the county of Douglas
190 acknowledges itself to owe and promises to pay to bearer one thousand dollars, lawful money of the United States of America,

on the first day of July, A. D. one thousand nine hundred and two, at the National Bank of Commerce, in the city of New York, with interest at the rate of seven per cent. per annum, payable semi-annually on the first day of January and first day of July of each year, on the surrender of the annexed coupons, as they become due, at said National Bank of Commerce, New York. This bond is executed and issued by virtue of, and in accordance with, the act of the legislature of the State of Kansas, approved February 27, A. D. 1869, entitled 'An act to amend sections fifty-one, (51,) fifty-two, (52,) and fifty-three (53) of an act entitled An act concerning private corporations, approved March 6th, A. D. 1862,' and the other laws of the State of Kansas, and in pursuance of, and in accordance with, the vote of a majority of the qualified electors of the county of Douglas at a special election regularly called and held on August third, 1870.

"In testimony whereof, the board of county commissioners of the said county of Douglas have caused this bond to be signed by the chairman of the said board and by the clerk of the county, and to be sealed with the seal of said county, and to be registered as required by law, at the city of Lawrence, county of Dougles, this first day of July, A. D. 1872.

[SEAL.]

"O. DARLING,
"*Chmn. of Board of Co. Commissioners.*
"PAUL R. BROOKS,
"*County Clerk.*

"Registered July 1, 1872."

4. The following is a copy of one of the coupons detached from said bonds, and now in suit:

"$35.00. STATE OF KANSAS. $35.00.

191 "The county of Douglas will pay to the bearer at the National Bank of Commerce, in the city of New York, on the first day of January, 1875, thirty-five dollars for six months' interest due on bond No. 23.

"O. DARLING,
"*Chmn. Bd. Com'rs.*
"PAUL R. BROOKS,
"*Co. Clerk.*"

5. The plaintiff is the holder of the coupons from the different issues of bonds above referred to, described in the petition in this cause as being held by them.

6. Each of the bonds in suit was registered by the auditor of the State of Kansas, and the certificate of registration thereof is in the following words:

"I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office, in accordance with an act of the legislature entitled 'An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvements, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith,' approved March 2nd, 1872.

"Witness my hand and official seal this 7th day of Decbr., 1872.

[SEAL.]

"A. THOMAN,
"*Auditor of State.*"

7. The coupons sued upon were presented for payment at the proper time and place, and payment refused, and the coupons were regularly protested for non-payment.

8. On the 20th day of July, 1865, a certificate, of which the following is a copy, was filed in the office of the secretary of state of the State of Kansas:

"We, the undersigned, desirous and intending to incorporate
192 ourselves as a railroad company, under the general railroad-act approved February 13th, 1865, do hereby subscribe the following statements:

"First. The name of the company shall be The St. Louis, Lawrence & Denver Railroad Company.

"Second. The names of the persons forming this association and place of residence are as follows:

Solon O. Thacher,	Lawrence,	Kansas.
George W. Duizler,	"	"
R. S. Stevens,	Attica,	New York.
A. L. Neil,	Lawrence,	Kansas.
Anson Storm,	"	"
James Christian,	"	"
Robt. Morrow,	"	"
Wesley W. Duncan,	"	"
George Ford,	"	"
H. W. Baker,	"	"
John Speer,	"	"
C. W. Adams,	"	"
Edward Thompson,	"	"
Sidney Clarke,	"	"
John T. Burris,	Olathe,	Kansas.
J. E. Hayes,	Olathe,	Kansas.

"Third. The termini of said road shall be the city of Lawrence, Kansas, and a point on the State line between Kansas and Missouri where a railroad to be built westward from Pleasant Hill, Missouri, shall strike said State-line, with a branch to Paola, in the county of Miami, in the State of Kansas.

"Fourth. The capital stock of said company shall be five hundred thousand dollars.

	"SOLON O. THACHER,	Lawrence,	Kansas.
193	"GEORGE W. DEITZLER,	"	"
	"R. S. STEVENS,	Attica,	New York.
	"A. L. NEIL,	Lawrence,	Kansas.
	"ANSON STORM,	"	"
	"JAMES CHRISTIAN,	"	"
	"ROBT. MORROW,	"	"
	"WESLEY W. DUNCAN,	"	"
	"GEORGE FORD,	"	"
	"H. W. BAKER,	"	"
	"JOHN SPEER,	"	"
	"C. W. ADAMS,	"	"
	"EDWARD D. THOMPSON,	"	"
	"SIDNEY CLARKE,	"	"
	"JOHN T. BURRIS,	Olathe,	Kansas.
	"J. E. HAYES,	"	"

"STATE OF KANSAS,
"*County of Douglas, ss:*

"Before me, Charles Chadwick, a notary public in and for said county, personally appeared R. S. Stevens, S. O. Thacher, and George Ford, who, being by me first duly sworn, depose and say that they are among the persons whose names are to the above statement subscribed; that the facts in the above statement set forth are true.

"S. O. THACHER.
"R. S. STEVENS.
"GEORGE FORD.

"Subscribed and sworn to before me this 14th day of July, A. D. 1865.
[SEAL.] "CHAS. CHADWICK,
"*Notary Public.*"

[Five-cent stamp.]

"STATE OF KANSAS,
"*County of Douglas, ss:*

"Before me, Charles Chadwick, a notary public in and for said
194 county, on this the 14th day of July, A. D. 1865, appeared R. S. Stevens, S. O. Thacher, and George Ford, personally known to me to be the persons whose names are subscribed to the foregoing statement and to the foregoing affidavit, and acknowledged the above statement to be their own act and deed for the purposes therein set forth.

"In witness whereof I have hereunto set my hand and affixed my official seal the day and year above written.

[SEAL.] "CHAS. CHADWICK.

[Five cents.]

"I, Thomas H. Cavanaugh, secretary of state of the State of Kansas, do hereby certify that the foregoing is a true and correct copy of the original certificate of incorporation filed in my office July 20th, 1865.

"In testimony whereof I have hereunto subscribed my name and affixed the great seal of state. Done at Topeka this 3rd day of December, A. D. 1875.

[SEAL.] "THOS. H. CAVANAUGH,
"*Secretary of State.*"

9. On the 20th day of July, 1865, the board of county commissioners of Douglas County made and entered on the record of their proceeding an order, of which the following is a copy:

(Book B, page 41. July 20, 1865.)

Board of county commissioners met pursuant to adjournment. Present: Commissioners Gleason and Dickson and Paul R. Brooks, county clerk. The following preamble and order was read and adopted:

Whereas many citizens of this county have, through public meetings and petitions to this board, expressed their opinion that the county should subscribe to the capital stock of the Leavenworth, Law-
195 rence and Ft. Gibson Railroad Company and the St. Louis, Lawrence and Denver Railroad Company, (known as the Pleasant Hill Road;) and whereas, by the act of the legislature of the State of Kansas, of 1865, no bonds can be issued for such purposes until the question of such subscription and issue of bonds shall have first been submitted to the qualified electors of the county: It is therefore

Ordered, That a special election be held on Tuesday, the 12th day of September, 1865, to submit the following questions to the qualified electors of the county, to wit:

I. Shall the county of Douglas subscribe the sum of $250,000 to the capital stock of the Leavenworth, Lawrence and Fort Gibson Railroad Company, and issue the bonds of the county therefor, upon the following conditions, viz: Said sum of $250,000 in bonds payable thirty years after date, bearing interest at the rate of seven per cent. per annum from delivery, to be issued to said railroad company when the main trunk of said road shall be completed and in full operation from Lawrence to the southern boundary of Douglas County and the Emporia branch of said road completed and in full operation from Lawrence to the western boundary of Douglas County; said amount of $250,000 to be applied in equal amounts to the main trunk and Emporia branch, provided that no greater amount of bonds shall be issued than the amount of stock issued by said company to the county of Douglas. Ballots to be printed "for" or "against" the issue of bonds to the Leavenworth, Lawrence and Fort Gibson Railroad Company.

195½ II. Shall the county of Douglas subscribe the sum of $125,000 to the capital stock of the St. Louis, Lawrence and Denver Railroad Company, and issue the bonds of the county therefor, upon the following conditions, viz: Said sum of $125,000 in bonds payable thirty years after date, bearing interest at the rate of seven per cent. per annum from delivery, to be issued to said company when said railroad shall have been completed and in full operation from Lawrence to the eastern boundary of Douglas County, provided that no greater amount of bonds shall be issued than the amount of stock issued by said company to the county of Douglas. Ballots to be printed or written "for" or "against" the issue of bonds to the St. Louis, Lawrence and Denver Railroad Company.

The polls at said election shall be opened at nine o'clock a. m. and closed at seven o'clock p. m., and said election shall be conducted in all respects in accordance to the law regulating general elections, so far as the law is applicable.

On motion, ordered that the clerk be instructed to give notice, as required by law, of the special election to be held on the 12th day of September, 1865.

10. On the 15th day of August, 1865, the said board made and entered on the record of their proceedings the following order:

(Book B, page 42. August 15, 1865.)

Board of commissioners met pursuant to adjournment. Present: Messrs. F. Gleason, (chairman,) Dickson, and Barricklow, and Paul R. Brooks, county clerk.

Board adjourned until p. m.

196 One o'clock p. m. board met pursuant; present, same as in the morning.

The following order was offered and adopted:

On motion of Mr. Barricklow, it was ordered that that part of the order calling a special election Sept. 12th, 1865, passed July 20th, 1865, containing these words, "Ballots to be printed or written 'for' or 'against' the issue of bonds to the L., L. and Fort Gibson R. R. Co.," be amended as follows: Ballots to be printed or written, Shall the county of Douglas subscribe the sum of $250,000 to the capital stock of the L., L. and Ft.

G. R. R. Co., and issue the bonds of the county therefor, upon the following conditions, viz: said sum in bonds payable thirty years after date, bearing interest at the rate of seven per cent. per annum from delivery, to be issued to said railroad co. upon the completion and full operation of the main trunk of said railroad from Lawrence to the southern boundary of Douglas County, via Baldwin City, and the completion and full operation of the Emporia branch of said road from Lawrence to the western boundary of Douglas County, via Wakarusa Valley, provided that no greater amount of bonds shall be issued than the amount of stock issued by said company to the county of Douglas? Yes or no.

Also, that said order be further amended as follows: For the words, "Ballots to be printed or written 'for' or 'against' the issue of bonds to the St. Louis, Lawrence and Denver City Railroad Co.," and
197 ballots to be printed or written, Shall the county of Douglas subscribe the sum of $125,000 to the capital stock of the St. Louis, Lawrence and Denver City Railroad Co., and issue the bonds of the county therefor, upon the following conditions, viz: said sum in bonds payable thirty years after date, bearing interest at the rate of seven per cent. per annum from delivery of bonds, to be issued to said company when said railroad shall be completed and in full operation from Lawrence to the eastern boundary of Douglas County, provided that no greater amount of bonds shall be issued than the amount of stock issued by said company to the county of Douglas? Yes or no.

Ordered, That the clerk be instructed to change the public notice of said election to correspond with the foregoing amendment, and cause the same to be published in the Lawrence Tribune and State Journal, and Baldwin City Observer.

11. On the 12th day of September, 1865, an election was held in said county in pursuance of the foregoing orders, & a majority of the votes cast at said election were given in favor of the proposition submitted for subscribing stock and issuing bonds to the St. Louis, Lawrence and Denver Railroad Company.

12. On the 11th day of May, 1868, there was filed in the office of the secretary of state of the State of Kansas a certificate, of which the following is a copy:

Certificate of incorporation of the St. Louis, Lawrence and Denver Railroad Company.

The undersigned persons, associating for the purpose of con-
198 structing a railroad, make the following statement, specifying—

First. The name assumed by such company and by which it shall be known is as follows: The St. Louis, Lawrence and Denver Railroad Company.

Second. The name and place of residence of each of the persons forming the association are as follows, viz: J. E. Hays, John T. Burrows, W. H. M. Fishback, J. B. Abbott, and John Sponable, of Johnson County, Kansas; and James Blood, Geo. W. Deitzler, S. O. Thacher, E. A. Smith, L. Bullene, John Speer, B. W. Woodward, C. W. Babcock, Wesley H. Duncan, Elijah H. Sells, Levi Woodward, L. J. Worden, Charles Duerr, John Conger, S. A. Riggs, and R. G. Elliott, of Douglas County, Kansas.

Third. That the names of the places of the termini of the said road are as follows, viz: the city of Lawrence, in the county of Douglas, and Olathe, in the county of Johnson, in the State of Kansas.

Fourth. That the proposed amount of capital stock of said company shall be two hundred thousand ($200,000.00) dollars.

B. W. WOODWARD.
JOHN SPEER.
E. S. SMITH.
J. BLOOD.
L. BULLENE.
S. O. THACHER.
L. J. WORDEN.
JOHN CONGER.
199 GEO. W. DEITZLER.

STATE OF KANSAS,
County of Douglas, ss:

B. W. Woodward, John Speer, E. A. Smith, and S. O. Thacher, of said county, being by me first duly sworn, say, and each for himself says, that they are the persons and each is one of the persons in the foregoing certificate mentioned; that said certificate is true in substance and in fact.

B. W. WOODWARD.
JOHN SPEER.
E. A. SMITH.
S. O. THACHER.

Subscribed and sworn to before me this 8th day of May, A. D. 1868.
[SEAL.] DAVID C. BEACH,
Notary Public.

STATE OF KANSAS,
County of Douglas, ss:

On this 8th day of May, A. D. 1868, before me, a notary public in and for said county, came B. W. Woodward, John Speer, E. A. Smith, and S. O. Thacher, to me personally known to be the identical persons described in and who signed the certificate of incorporation above the within mentioned, and they acknowledged the same to be their own voluntary act and deed.

In testimony whereof I have hereunto set my hand and affixed my notarial seal on the day and year last above written.
[SEAL.] DAVID C. BEACH,
Notary Public.

I, Thos. H. Cavanaugh, secretary of state of the State of Kansas, do hereby certify that the foregoing is a true and correct copy of the original instrument of writing filed in my office May 11th, A. D. 1868.
200 In testimony whereof I have hereunto subscribed my name and affixed the great seal of state. Done at Topeka this 7th day of June, A. D. 1875.
[GREAT SEAL.] THOS. H. CAVANAUGH,
Secretary of State.

13. On the 13th day of May, 1868, eleven of the corporators named in the last preceeding certificate published in two papers at Lawrence, in Douglas County, Kansas, a notice that books would be open for the subscription of stock to the St. Louis, Lawrence & Denver Railroad Company at specified places in the city of Lawrence, Douglas County, and Olathe, Johnson County, on June 10th, 1868; and these notices were published regularly till the day of opening named.

14. The subscription-books were duly opened, and by June 30th, 1868, over one-tenth of the capital stock was subscribed and two per cent. cash

paid thereon, whereupon eight of the corporators named in the last preceeding certificate called a meeting of the stockholders, to be held July 29th, 1868.

The meeting was held on that date and directors elected, who also met on the same date and elected a president, vice-president, secretary, treasurer, and executive committee. The certificate filed May 11th, 1868, and a record of the proceedings with reference to the call for opening books, the subscription of stock, call for stockholders' meeting, stockholders' meeting & directors' meeting, and election of officers were entered on a book of records of the St. Louis, Lawrence and Denver Railroad Company, and it has ever since held regular corporate meetings, and has built and operated a railroad and exercised the usual functions of a railroad corporation.

201 And on the 7th day of September, 1868, the board of county commissioners of Douglas County caused to be entered upon the stock-subscription book of the St. Louis, Lawrence and Denver Railroad Company, as organized in 1868 under the second of the foregoing certificates of articles of association, the following:

Whereas the following proposition was submitted by the board of county commissioners of Douglas County, State of Kansas, to the voters of said county at a legal election held on the 12th day of September, A. D. 1865, to wit: "Shall the county of Douglas subscribe the sum of $125,000 to the capital stock of the St. Louis & Denver Railroad Company, & issue the bonds of the county therefor, upon the following conditions, viz: said sum of $125,000 in bonds payable thirty years from date, bearing interest at the rate of seven per cent. per annum from the date of delivery, to be issued to said company when said road shall be completed & and in full operation from Lawrence to the eastern boundary of Douglas County?"

And whereas a majority of votes cast at said election were in favor of said proposition, whereby the same became adopted and binding upon the county of Douglas:

Now, therefore, we, in consideration that said railroad company shall commence the construction of said road within six months from this date, & complete & operate the same from Lawrence to the eastern boundary of Douglas Co. on or before January 1st, 1870, by virtue of the above authority & of the power vested in us as county commissioners of said county, hereby subscribe, in behalf of said county, to the capital stock of said St. Louis, Lawrence & Denver Railroad Company to the amount of one hundred and twenty-five thousand dollars,

202 being twelve hundred and fifty shares of one hundred dollars each in the capital stock of said corporation, and agree to said corporation in payment for the stock so subscribed, bonds of said county in the sum of $125,000, payable to bearer in thirty years, with interest at seven per cent. per year, payable annually at the treasurer's office of said Douglas County; said stock and bonds to be issued and delivered when said road shall be completed & in full operation from Lawrence to the eastern boundary of Douglas County.

In witness whereof, and in behalf of said county of Douglas, we, the undersigned, the county commissioners of said county, have hereunto subscribed our names and caused the seal of said county to be affixed this 7th day of September, A. D. 1868.

[SEAL.]

GEO. CUTTER,
AARON E. PLATTS,
G. W. E. GRIFFITH,
Com'rs.

16. On the 2d day of June, 1869, the board of county commissioners of the county of Douglas made entered on the record of their proceedings the following order:

(Book B, page 333. June 2nd, 1869.)

The board of commissioners of Douglas County met pursuant to call of the chairman. There were present Commissioners Cutter, Griffith, and Platts, and Paul R. Brooks, county clerk.

The following preamble and order was presented and read:

Whereas the question of authorizing the commissioners of Douglas County to subscribe to the capital stock of St. Louis, Lawrence
203 and Denver Railroad Company, to the amount one hundred and twenty-five thousand dollars, and issue the bonds of said county in payment therefor, was submitted to the qualified electors of said county on the 12th day of September, A. D. 1865; and whereas at an election held on said 12th day of September, 1865, a majority of the said electors voted for said proposition; and whereas said railroad company have contracted for the immediate construction of said road from Lawrence, Douglas County, to Pleasant Hill, in the State of Missouri: It is, therefore, hereby

Ordered by the board, that the chairman of the board be instructed to procure suitable printed blanks, and that the chairman and clerk of the board be, and they hereby are, instructed to prepare and sign one hundred and twenty-five (125) bonds, of the denomination of one thousand dollars, payable thirty years from the first day of July, 1869, with interest-coupons, for the interest on said bonds, at seven per cent. per annum, payable semi-annually on the first day of July and first day of January in each year, at the Fourth National Bank in the city of New York.

It is further ordered that the treasurer register said bonds and return the same to the chairman of the board.

It is further ordered that the chairman of the board be authorized to transmit the one hundred and twenty-five thousand dollars of the bonds of the county, proposed to be issued in payment of the capital stock of the St. Louis, Lawrence and Denver Railroad Company, to the city of St. Louis, in accordance with the conditions and terms of the
204 agreement entered into with said company on the second day of June, A. D. 1869.

17. In pursuance of the last foregoing order, the first issue of bonds to the amount of $125,000, of the description of those described in the petition as dated July 1, 1869, and of which the bonds of that date described in the petition form a part, were prepared and executed by the officers of the county and transmitted to St. Louis as required by said order.

18. That afterwards, on the 13th day of February, 1871, the board of county commissioners made and entered on the record of their proceedings the following order, to wit:

(Book B, page 556. Feb'y 13, 1871.)

The board of county commissioners met pursuant to adjournment. There were present Commissioners Grover, Jones, and Henshaw, and Paul R. Brooks, county clerk. The following proceeding' were had:

IN THE MATTER OF THE SUBSCRIPTION OF stock by the county of Douglas in the St. Louis, Lawrence and Denver Railroad.

Whereas the county of Douglas did, on the seventh day of September, A. D. 1868, subscribe for one hundred and twenty-five thousand dollars of the capital stock of the St. Louis, Lawrence and Denver Railroad Company; and whereas said company have this day asked that the terms of subscription be modified to the extent of extending
205 the time for the completion of said road until the first day of January, A. D. 1872:

It is ordered that said subscription of stock be so modified, and that the time for completion of said road through the county of Douglas be, and the same is hereby, extended to January 1st, 1872.

It is further ordered that the bonds prepared, and now in the hands of the county treasurer, to be used in payment of the said subscription, be deposited in escrow with the Second National Bank of the city of St. Louis, in the State of Missouri, to be delivered to said railroad company upon the completion of the road in full running operation from the city of Lawrence to the eastern boundary of the county, such delivery to be made only on the order of the chairman of the board of commissioners of this county and the president of said railroad company.

And it is further ordered that, whenever said bonds shall be delivered to said company, the chairman of the board shall cause coupons to be cut from such bonds to such an extent that the remaining coupons shall represent the interest that may accrue on said bonds from and after the date of said delivery; and said bonds were delivered to the railroad company afterwards.

19. That none of the bonds thus issued were issued in payment of assessments upon the stock of the St. Louis, Lawrence and Denver Railroad Company, and that no assessments upon the stock of said company were made by said company.

20. That Pleasant Hill is situated in the State of Missouri; that
206 Olathe is a city near the centre of Johnson County, Kansas, west of the line between the States of Missouri & Kansas; that Paola lies nearly south of Olathe, and was & is a town in the State of Kansas; that Lawrence lies northwest of Olathe, and in Douglas County, Kansas; and that Carbondale is a town in Osage County, Kansas, about thirty miles southwest of Lawrence.

21. That on the 14th day of July, 1870, the board of county commissioners made and entered on the record of their proceedings the following order:

The following proceedings were had:

IN THE MATTER OF THE PETITION OF S. O. Thacher and others, for proposition to be submitted to voters to subscribe stock in St. L., L. & D. R. R.

Said petitioners having made application in words and figures as follows, to wit:

To the honorable board of county commissioners of the county of Douglas, State of Kansas:

Your petitioners respectfully request that you will submit to the

voters of said county at an election to be called, the proposition that the county of Douglas shall subscribe for and take in the St. Louis, Lawrence and Denver Railroad Company to the amount of $200,000, and issue the bonds of said county in payment therefor, payable in thirty (30) years, and drawing semi-annual interest at seven per cent. per annum, provided that said bonds shall not be delivered to said company until it shall construct and have in operation a railroad from Law-
207 rence westward along the valley of the Wakarusa to a point of junction with the Atchison, Topeka & Santa Fée Railroad.

It is ordered that a special election be held on the twenty-third day of August, 1870, at the usual places of holding elections in the several voting precin'ts of the county for the purpose of voting upon the following proposition, viz: Shall the county of Douglas subscribe for and take stock in the St. Louis, Lawrence and Denver Railroad Company in the sum of two hundred thousand dollars, and issue the bonds of the county in payment therefor; said bonds payable in thirty years from the date of delivery, with interest at the rate of seven per cent. per annum, payable semi-annually, provided that said bonds shall not be delivered to said company until it shall construct and have in full operation a railroad from Lawrence westward along the valley of the Wakarusa River to a point of junction with the Atchison, Topeka and Santa Fée Railroad. Ballots to be written or printed, "For the bonds" or "Against the bonds."

It is further ordered that the county clerk be, and he is hereby, instructed to cause a notice of the election called in the foregoing order to be published, as required by law.

22. That an election was held in said county pursuant to said order, at the time therein specified, at which a majority of the votes cast were given in favor of the propositions thus submitted.

23. That afterwards, on the 22nd day of February, 1872, the board of county commissioners of Douglas County made and entered on
208 the record of their proceedings the following order, to wit:

(Book C, page 43. Feb'y 22, 1872.)

The board of county commissioners of the county of Douglas met pursuant to the call of the chairman. There were present Commissioners Darling, Grover, and Disbrow, and Paul R. Brooks, county clerk.

The following proceedings were had:

The president of St. Louis, Lawrence and Denver Railroad Company appeared and made a statement to the board that said company were about to contract for a railroad to be built from Lawrence to Carbondale via the Wakarusa Valley, and requested the board to make the subscription of stock authorized by vote of the county Aug. 3d, 1870.

Whereupon the board made a subscription of two hundred thousand dollars to the stock of the St. Louis, Lawrence and Denver Railroad Company, in words and figures as follows:

Whereas the following proposition was submitted by the board of county commissioner of the county of Douglas, Kansas, to the voters of said county, at a legal election, held on the third day of August, 1870, to wit: "Shall the county of Douglas subscribe and take stock in the Saint Louis, Lawrence and Denver Railroad Company in the sum of two hundred thousand dollars, and issue the bonds of the county in pay-

ment therefor, said bonds payable in thirty years from the date thereof, with interest at the rate of seven per cent. per annum, payable semi-annually, provided that said bonds shall not be delivered to said company until it shall construct and have in full operation a railroad from
209 Lawrence westward along the valley of the Wakarusa River to a point of junction with the Atchison, Topeka and Santa Fée Railroad?" And whereas a majority of said votes cast at said election were in favor of said proposition, whereby the same became adopted and binding upon the county of Douglas: Now, therefore, we, in consideration that said railroad company shall commence the construction of said railroad within three months from this date, and complete and operate the same from Lawrence to the western boundary-line of Douglas County on or before the first day of November, A. D. 1872, by virtue of the above authority, and of the power vested in us as county commissioners of said county, hereby subscribe in behalf of said county to the capital stock of St. Louis, Lawrence and Denver Railroad Company to the amount of two hundred thousand dollars, being two thousand shares, of one hundred dollars each, in the capital stock of the said corporation, and agree to issue to said corporation, in payment for the stock so subscribed, bonds of said county in the sum of two hundred thousand dollars, payable to bearer in thirty years; said bonds to draw seven per cent. interest, payable semi-annually in New York City, and to be forthwith executed and deposited in escrow in New York City with the Farmers' Loan and Trust Company of New York, to be by it issued and delivered upon the certificate of the board that all the terms of said proclamation pursuant to which an election was held, at which the board was authorized to make the subscription and issue said bonds, have been complied with,
210 and that two hundred thousand dollars of the full-paid stock of said St. Louis, Lawrence and Denver Railroad Company have been issued to the county of Douglas; but this subscription is upon conditions that said road from Lawrence to Carbondale shall always be operated as a main line, and that, if at any time the said road from Lawrence to Carbondale shall cease to be run and operated as the main line of said company, the said St. Louis, Lawrence and Denver Railroad Company shall thereafter be indebted to said county of Douglas in the sum of two hundred thousand dollars, and which shall be a first lien on said road in advance of any mortgage. Said road to be of the same *guage* as the road from Lawrence to Pleasant Hill.

Ordered, that the clerk prepare bonds to the amount of two hundred thousand dollars, in denominations of one thousand dollars, with interest-coupons attached, at the rate of seven per cent. per annum, payable semi-annually, and that the chairman of the board and county clerk execute and sign said bonds, and deposit the same in escrow with the Farmers' Loan and Trust Company of New York, to be delivered only upon the certificate of the county commissioners of the county of Douglas that the terms of the subscription of the stock and the proclamation under which the election authorizing said subscription of stock was held have been fully complied with. And thereupon entered upon the stock-book aforesaid the entry of a subscription, as follows:

211 Whereas the following proposition was submitted by the board of county commissioners of the county of Douglas, Kansas, to the voters of said county, at a legal election, held on the third day of August, A. D. 1870, to wit, "Shall the county of Douglas subscribe for and take stock in the St. Louis, Lawrence and Denver Railroad Company in the sum of two hundred thousand dollars, and *insure* the bonds of the county in payment therefor; said bonds payable in thirty years

from the date of delivery, with interest at the rate of seven per cent. per annum, payable semi-annually, provided that said bonds shall not be delivered to said company until it shall construct and have in full operation a railroad from Lawrence westward along the valley of the Wakarusa River to a point of junction with the Atchison, Topeka and Santa Fée Railroad;" and whereas a majority of votes cast at said election were in favor of said proposition, whereby the same became adopted and binding the county of Douglas: Now, therefore, we, in consideration that said railroad company shall commence the construction of said railroad within three months from this date, and complete and operate the same from Lawrence to the western boundary-line of Douglas County, on or before the first day of November, A. D. 1872, by virtue of the above authority, and of the power vested in us as county commissioners of said county, hereby subscribe, in behalf of said county, to the capital stock of said Saint Louis, Lawrence and Denver Railroad Company to the amount of two hundred thousand dollars, being two thousand shares, of one hundred dollars each, in the capital stock of said corporation, and agree to issue to said corporation, in payment for
212 the stock so subscribed, bonds of said county in the sum of two hundred thousand dollars, payable to *to* bearer in thirty years; said bonds to draw seven per cent. interest, payable semi-annually in New York City, and to be forthwith executed and deposited in escrow with the Farmers' Loan and Trust Company of New York, to be by it issued and delivered upon the *the* certificate of the board that all the terms and conditions of said proclamation pursuant to which an election was held at which this board was authorized to make this subscription and issue said bonds have been complied with, and that $200,000 of the full-paid stock of said Saint Louis, Lawrence and Denver Railroad Company have been issued to this county; but this subscription is upon condition that said road from Lawrence to Carbondale shall always be operated as a main line, and if at any time the said road from Lawrence to Carbondale shall cease to be run and operated as the main line of said company, the Saint Louis, Lawrence and Denver Railroad Company shall thereafter be indebted to said county of Douglas in the sum of $200,000, and which shall be a first lien on said road in advance of any mortgage. Said road to be of the same *guage* as the road from Lawrence to Pleasant Hill.

ORLANDO DARLING.
JOEL GROVER.
W. B. DISBROW.

And did thereupon cause to be prepared and executed by the officers of the said county bonds, to the amount of two hundred thousand dollars, like those described in the petition as bearing date July 1st,
213 1872, and part of which are the bonds of that date described in the petition, and placed the same on deposit as in said order specified.

24. That, on the 20th day of April, 1872, the following certificate was filed in the office of the secretary of state for the State of Kansas:

Charter of the Lawrence and Carbondale Railroad Company.

First. The name of the corporation is the Lawrence and Carbondale Railroad Company.

Second. The purpose for which it is formed is the construction and the operating of a railroad and a telegraph line.

Third. The railroad and telegraph line are to run from Lawrence, in Douglas County, to Carbondale, in Osage County, both in the State of Kansas.

Fourth. The place of business of this corporation is to be at Carbondale, in the county of Osage, and State of Kansas.

Fifth. The railroad and telegraph line are to run through the counties of Shawnee, Douglas, and Osage, in the State of Kansas.

Sixth. The estimated length of the railroad and telegraph line is thirty miles.

Seventh. The term for which this corporation is to exist is twenty-five (25) years.

Eighth. The number of the directors of this corporation is five, (5,) and the names and residences of the directors appointed for the first year are as follows:

Names.	Residences.
John R. Cowan	Carbondale, Osage Co., Kansas.
Thomas T. Hilliard	" " "
James W. Brown	" " "
214 Oliver P. Hawkins	" " "
Cyrus C. Moore	" " "

Ninth. The amount of the capital stock of this corporation is five hundred thousand dollars, which is divided into five thousand shares of one hundred ($100.00) dollars each.

JAMES W. BROWN.
OLIVER P. HAWKINS.
JOHN R. COWEN.
THOMAS J. HILLIARD.
CYRUS C. MOORE.

STATE OF KANSAS,
County of Osage, ss:

Be it remembered that on this the 9th day of April, A. D. 1872, personally appeared before me, a justice of the peace in and for the county and State aforesaid, John R. Cowen, Thomas J. Hilliard, James W. Brown, Oliver P. Hawkins, and Cyrus C. Moore, personally known to me to be the same persons whose names are subscribed to the foregoing instrument in writing, and each and all of them acknowledged to me that each and all of them subscribed their respective names to the said instrument for the purposes therein mentioned.

In witness whereof I have hereunto set my hand this 9th day of April, A. D. 1872.

JOSEPH LAW, *J. P.*

I, Thomas H. Cavanaugh, secretary of state of the State of Kansas, do hereby certify that the foregoing is a true and correct copy of the original certificate of incorporation filed in my office, April 20th, 1872.

215 In testimony whereof I have hereunto subscribed my name and affixed the great seal of state. Done at Topeka this 7th day of June, A. D. 1875.

[SEAL.]

THOS. H. CAVANAUGH,
Secretary of State.

25. That on the 11th day of July, 1872, the board of county commissioners of Douglas County made and entered in the record of their proceedings the following order:

The following proceedings were had in the matter of subscription of stock in the St. Louis, Lawrence and Denver Railroad Company.

Whereas this board did, on the 22nd day of February, 1872, subscribe to the capital stock of the St. Louis, Lawrence and Denver Railroad the sum of two hundred thousand dollars and ordered that bonds to be issued in payment therefor should be prepared, and *and* placed in escrow with the Farmers' Loan and Trust Company; and whereas said railroad company have requested that the bonds be deposited in escrow with Bartholow Lewis & Co., St. Louis, Missouri, instead of the said Farmers' Loan and Trust Company, it is therefore ordered that the bonds in the amount of two hundred thousand dollars, prepared to be issued in payment of said subscription of stock to the St. Louis, Lawrence and Denver Railroad, be placed in escrow with Bartholow Lewis and Co., of St. Louis, Missouri, to be delivered to said company only upon the certificate of the county commissioners of the county of Douglas that the terms and conditions upon which such subscription was made
216 and said bonds were to be issued, and not until coupons to the amount of the interest accrued at the time of such delivery shall have been detached from the said bonds.

26. That on the 6th day of December, 1872, the board of county commissioners of Douglas County made and entered on the record of their proceedings the following order:

(Book C, page 143, Dec. 6, 1872.)

The board of county commissioners of the county of Douglas met pursuant to call of the chairman. The following proceedings were had:

An affidavit was filed setting forth that the railroad known as the Carbondale road is completed from Lawrence to junction with the Atchison, Topeka and Santa Fe Railroad at Carbondale, and the board being satisfied that said completed in accordance with the terms of the subscription of stock to the amount of two hundred thousand dollars in the St. Louis, Lawrence and Denver Railroad, it is ordered that the clerk prepare a certificate to that effect and an order for the delivery of the two hundred thousand dollars in Douglas County bonds now in escrow with Bartholow Lewis & Co., of Saint Louis, to the said railroad company or their order.

27. That on the 15th day of January, 1873, there was filed in the office of the secretary of state of the State of Kansas the memorandum of agreement following:

This memorandum of an agreement made this 28th day of June, 1872, by and between the Saint Louis, Lawrence and Denver Railroad
217 Company and the Lawrence and Carbondale Railroad Company, witnesseth:

That whereas the Saint Louis, Lawrence and Denver Railroad Co. and the Lawrence and Carbondale Railroad Company, two railroad companies existing under the laws of the State of Kansas, have their respective lines of road in part constructed, which, when completed, will constitute a continuous line: Now, therefore, the said corporations have agreed to a consolidation of said companies and of the capital stock thereof, (thereby approving the contract with J. W. McMillen for the construction of said road,) in the manner and upon the terms following, to wit: The name of the said consolidated company shall be The St. Louis, Lawrence and Denver Railroad Company. The capital stock of said consolidated company shall be two million dollars, ($2,000,000,) and owners and holders of stock in the capital of either of the companies

to be united shall own and hold a like amount of the capital stock of the consolidated company, which they shall be entitled to receive upon the surrender of their stock in the companies herein intended to be consolidated. The number of directors of the said consolidated company shall be eleven, who shall continue in office until the annual meeting of the stockholders of the said consolidated company, which shall occur on the 2nd Monday of April of each year; and, until their successors are elected and qualified, the following persons shall act as such directors, viz: H. M. Simpson, Charles Williamson, R. W. Luddington, James Blood, P. D. Ridenhour, B. W. Woodward, L. Bullene, S. O. Thacher, C. C. Moore, J. R. Cowan, and T. L. Marshall, the president, vice-
218 president, treasurer, clerk and executive committee of the St. Louis, Lawrence and Denver Railroad Company (party hereto) shall hold and occupy the same position and exercise the same authority in the consolidated company as are by them now held and exercised until the said annual meeting and until their successors are elected. All the rights and property and franchises of every description belonging to the respective parties hereto shall be and are hereby made over and assigned to and shall be held, owned, and enjoyed by the said consolidated company, which company shall also assume and discharge all the debts, duties, and obligations of the respective companies that are parties hereto.

S. O. THACHER,
Pres't St. Louis, Lawrence & Denver Railroad Company.
CYRUS C. MOORE,
President of the Lawrence & Carbondale Railroad Company.
JOHN R. COWAN,
Sec'y Lawrence and Carbondale Railroad Company.

Attest:
[SEAL.]
H. M. SIMPSON,
Sec'y St. Louis L. & D. R. R. Co.

The undersigned, stockholders of the St. Louis, Lawrence and Denver Railroad Company, do hereby ratify and approve the within contract of consolidation between the said St. Louis, Lawrence and Denver Railroad Company and the Lawrence and Carbondale Railroad Company, two railroads (corporate) companies existing under the laws of the State of Kansas, representing the number of shares said Saint Louis, Law-
219 rence & Denver Railroad Company set opposite our names:

Douglas County, by Joel Grover, agent Douglas Co..... 3,250 shares.
J. W. McMillan..... 5,000 shares.
City of Lawrence, by W. Hadley, mayor..... 2,600 shares.

The undersigned, stockholders of the Lawrence and Carbondale Railroad Company, hereby ratify and approve the within contract of consolidation between the Saint Louis, Lawrence, and Denver Railroad Company and said Lawrence and Carbondale Railroad Company existing under the laws of the State of Kansas, representing the number of shares in said Lawrence and Carbondale Company set opposite our names:

Osage County, by J. L. Marshall, authorized agent of Osage County..... 500 shares.
C. C. Moore, president..... 1 share.
Jno. R. Cowan, secretary..... 1 share.

I hereby certify the above represents two-thirds of the stock issued by the Lawrence and Carbondale Railroad Company.

JNO. R. COWAN, *Sec'y.*

This certifies that the within articles of consolidation are ratified and approved by persons holding more than two-thirds of the stock of the Saint Louis, Lawrence and Denver Railroad Company.

Witness my hand and the seal of said company this 30th day of December, A. D. 1872.

[SEAL.] H. M. SIMPSON,
Secretary of St. Louis, Lawrence & Denver Railroad Co.

I, Thomas H. Cavanaugh, secretary of state of the State of Kansas, hereby certify that the foregoing is a true and correct copy of the
220 original instrument of *of* writing filed in my office January 15, A. D. 1873.

In testimony whereof I have hereunto subscribed my hand and affixed the *the* great seal of State. Done at Topeka this 5th day of June, A. D. 1875.

[GREAT SEAL.] THOMAS H. CAVANAUGH,
Secretary of State.

28. That in pursuance of the order of said board of December 6, 1872, aforesaid, the second issue of bonds were delivered to said railroad company.

That none of said bonds were issued in payment of assessments upon all the stock of the St. Louis, Lawrence and Denver Railroad Company, and that no assessments upon the stock of said company were ever made by said company.

29. That the $125,000 of Douglas County bonds were sold by the company to one Hall, the contractor, for building the road from Lawrence to Pleasant Hill. The bonds were issued by the county & deposited with the 2nd National Bank of St. Louis, in escrow, to be delivered to the contractor when the road should be built. When the road was built the bonds were delivered to the contractor at about the time of delivering to the contractor the coupons delivered to the county, $125,000 of its capital stock for the bonds. The same course precisely was adopted with reference to the $200,000 of Douglas County, bonds issued to aid in building the road of the company from Lawrence to Carbondale; the depositary in the last case was a different one from the first.

30. That the plaintiffs are the absolute owners of coupons now
221 in suit in this action for value, and without notice of any defense, to the amount of three hundred dollars, due Jany. 1, 1875, and to the value of three hundred dollars, due July 1, 1875, and brought into this suit by supplemental petition filed under the stipulation made in this cause June 10th, 1875, and that the coupons so owned by them are not distinguishable on the proofs made from any of the other coupons sued on herein.

That the residue of the coupons in suit held by the plff. are owned by other persons, who have deposited the same with & entrusted them to the plaintiffs for collection, and which plaintiffs received & hold and now have actual possession of for that purpose only, and giving only a receipt therefor.

As to said last-mentioned coupons, there was no evidence produced in the case as to when or upon what consideration the same were purchased by the persons who so deposited the same with and entrusted them to the plaintiffs for collection, & no evidence of actual notice to them or to the plaintiff of the facts hereinbefore found, except so far as the law charges them with such notice.

These being all the facts in the case, the following questions of law arising on said special findings occurred before said court, to wit:

1st. Whether as respects the bonds dated July 1st, 1869, and the coupons in suit originally attached to said bonds, there was authority and power in the board of county commissioners of the defendant county to issue said bonds under the act of February 10th, 1865, recited in the bonds and other acts of the legislature of the State of Kansas, including the act of February 25, 1868.

222 2nd. Whether the bonds mentioned in the preceding question are void in the hands of a holder for value without actual notice, because the vote on the question of subscribing stock and issuing bonds was had September 12th, 1865, before the organization of the company known as the St. Louis, Lawrence and Denver Railroad Company was made in 1868, to which company the stock was subscribed in 1868 and the bonds were issued and delivered in 1871.

3rd. Said bonds having been issued under the circumstances set forth in the special findings of fact above, was the issue of the bonds illegal and invalid in such a sense as to devolve upon the plaintiffs the burthen of showing that they, or those whom they represented, were holders of them for value.

4th. Whether, as respects the bonds dated July 1st, 1872, and the coupons in suit originally attached to said bonds, there was power and authority in the board of county commissioners of the defendant to issue the same.

5. Whether said bonds and coupons last named are void in the hands of a holder for value without actual notice of the orders for and facts connected with the election therefor and with the organization of the said railroad company as the said facts are hereinbefore found.

6th. Said bonds having been issued under the circumstances set forth in the special findings of fact above, was the issue of said bonds illegal and invalid in such a sense as to devolve upon the plaintiff the

223 burthen of showing that they, or those whom they represented, were purchasers or holders of them for value.

7th. Whether the facts above specially found constitute or show a defence to the bonds of July 1st, 1869, or the said bonds of July 1st, 1872, the said bonds or coupons attached thereto in suit being in the hands of the plaintiffs, without affirmative proof that they were holders thereof for value without notice of said facts.

And upon each of the questions aforesaid so occurring before said court the opinions of the judges then holding said court and sitting at the trial of the cause aforesaid were opposed, and thereupon, on motion of and at the request of the defendant, made at said term, the said questions so occurring before said court are ordered to be certified under the seal of the said court to the Supreme Court of the United States for determination.

JOHN F. DILLON,
Circuit Judge.
C. G. FOSTER,
Dist. Judge.

Judgment.

It is now, therefore, by the court here considered, ordered, and adjudged that the said plaintiffs, Matthew Bolles and M. Shepard Bolles, have and recover of and from the above-named defendant, The Board of County Commissioners of the County of Douglas, the sum of ($10,866.53) ten thousand eight hundred and sixty-six dollars and fifty-three cents, and their costs in this action expended, taxed at $.

224
225

226 Know all men by these presents that we, August Poehler
H. L. Moore, are held and firmly bound unto Matthew Bolles & M. Shepard Bolles in the full and just sum of two hundred dollars, to be paid to the said Matthew Bolles & M. Shepard Bolles, their certain attorneys, executors, administrators, or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents, sealed with our seals, and dated this day of , A. D. 1876.

Whereas the said The Board of County Commissioners of the County of Douglas, Kansas, hath prosecuted a writ of error to the Supreme Court of the United States to reverse a judgment rendered against it in the circuit court of the United States for the district of Kansas, at the November term, A. D. 1875, in favor of said Matthew Bolles & M. Shepard Bolles:

Now, therefore, the condition of this obligation is such that if the said The Board of County Commissioners of the County of Douglas, Kansas, shall prosecute its said writ of error to effect, and answer all damages and pay all costs if it fail to make its plea good, then the above obligagation to be void; otherwise to remain in full force and virtue.

AUGUST POEHLER.
H. L. MOORE.

Approved March 6, 1876.

C. G. FOSTER, *Judge.*

(Endorsed:) No. 1218. Appeal-bond. Filed March 7, 1876. A. S. Thomas, clerk.

227
228 UNITED STATES OF AMERICA,
District of Kansas, ss:

I, A. S. Thomas, clerk of the circuit court of the United States of America for the district of Kansas, do hereby certify the foregoing to be a true, full, and perfect copy from the record of all the proceedings in the action of Matthew Bolles and M. Shepard Bolles vs. The Board of County Commissioners of the County of Douglas, No. 1218, in said court.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at my office in Topeka, in said district of Kansas, this 2nd day of March, A. D. 1876.

[SEAL.] A. S. THOMAS, *Clerk.*

229
230 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the circuit court of the United States for the district of Kansas, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea, which is in the said circuit court before you, between Matthew Bolles & M. Shepard Bolles, plaintiffs, and The Board of County Commissioners of the County of Douglas, Kansas, defendant, a manifest error hath happened, to the great damage of the said defendant, as by its complaint appears:

We, being willing that error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of

the United States, together with this writ, so that you have the same at Washington on the second Monday of October next, in the said Supreme Court to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the laws and customs of the United States should be done.

Witness the honorable Morrison R. Waite, Chief-Justice of the Supreme Court of the United States of America, this 15th day of February, A. D. 1876.

[SEAL.] A. S. THOMAS,
Clerk of the Circuit Court of the United States for the District of Kansas.

Allowed by—

C. G. FOSTER, *Judge.*

231 (Indorsed:) No. 1218. Matthew Bolles & M. Shepard Bolles vs. The Board of County Commissioners of the County of Douglas, Kansas. Writ of error. Filed March 7, 1876. A. S. Thomas, clerk.

232 The United States of America to Matthew Bolles and M. Shepard Bolles, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the district of Kansas, wherein The Board of County Commissioners of the County of Douglas, State of Kansas, is plaintiff in error, and you are defendant' in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error as in the said writ of error mentioned should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the hon.—

C. G. FOSTER, *Judge.*

Service of above citation accepted this April 21st, 1876.
MATTHEW BOLLES & OTHERS,
By JOHN K. CRAVENS,
Atty. of Record.

(Indorsed:) No. 1218. Filed April 22, 1876. A. S. Thomas, clerk.

(Indorsement on cover:) No. 645. The Board of County Commissioners of the County of Douglas, plaintiffs in error, vs. Matthew Bolles & M. Shepard Bolles. Kansas C. C. U. S. Filed 16th May, 1876.

REC. 645—10

IN THE

Supreme Court of the United States.

No. 645.

OCTOBER TERM, 1876.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, *Plaintiffs in Error,*

vs.

MATTHEW BOLLES & M. SHEPARD BOLLES, *Defendants in Error.*

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF THE STATE OF KANSAS

STATEMENT, BRIEF AND ARGUMENT FOR PLAINTIFFS IN ERROR.

NELSON COBB,
WILSON SHANNON, AND
WILLIAM W. NEVISON,
Attorneys for Plaintiffs in Error.

IN THE

Supreme Court of the United States.

No. 645.

OCTOBER TERM, 1876.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, *Plaintiffs in Error*,

vs.

MATTHEW BOLLES & M. SHEPARD BOLLES, *Defendants in Error*.

In Error to the Circuit Court of the United States for the District of the State of Kansas.

STATEMENT, BRIEF AND ARGUMENT FOR PLAINTIFF IN ERROR.

STATEMENT OF THE CASE.

This was an action brought by defendants in error in the Circuit Court of the United States for the District of Kansas, on coupons from two sets of bonds alleged to have been issued by Douglas County, Kansas, to the St. Louis, Lawrence and Denver Railroad Company, one issue dated July 1, 1869, for $125,000, and the other July 1, 1872, for $200,000.

The pleadings put in issue the validity of each set of bonds and coupons, and raise the issues of fact determined by the special findings made by the Court.

The cause was tried by the Court and special findings made, showing all the material facts connected with each set of bonds. On these findings questions of law arose, on which the Court certified a division of opinion and rendered judgment *pro forma* for the plaintiffs, and in error to this judgment, and on the special findings and certificate of division of opinion, the defendant below brings the case to this Court.

The statement of the case requires a narrative of the circumstances under which each issue of bonds was made, as found by the Court.

AS TO THE FIRST ISSUE OF BONDS.

On July 20, 1865, a pretended certificate of incorporation of a railroad company was filed in the office of the Secretary of State of the State of Kansas. The name of the proposed company was given as "The St Louis, Lawrence & Denver Railroad Company." The number of persons signing the same was sixteen, but acknowledged by only three. The termini were "the City of Lawrence, Kansas, and a point on the State line between Kansas and Missouri, where a railroad to be built westward from Pleasant Hill, Missouri, shall strike said State line, with a branch to Paola in the County of Miami, State of Kansas."

The capital stock of the company was fixed at $500,000. (8th finding of fact, printed record, page 191.)

On the same day, July 20th, 1865, the Board of County Commissioners of Douglas County made an order for an election to be held in that County on September 12, 1865, on the question whether that County should subscribe $125,000 to the stock of the St. Louis, Lawrence & Denver Railroad Company, and issue bonds in payment thereof. (9th finding of fact, printed record, pages 194, 195)

On August 15, 1865, the Board made another order modifying the form of ballot to be used at the election ordered as above, so that the ballots should contain the conditions on which the proposed issue of the bonds were to be made. (10th finding of fact, printed record, pages 195½, 196, 197.)

The election was held under these orders on September 12, 1865, and resulted in favor of the proposed subscription. (11th finding of fact, printed record, page 197.)

No evidence was given, nor is there any finding of any organization of a railroad company under the pretended certificate of incorporation filed as above stated July 20, 1865.

On May 11, 1868, a pretended certificate of incorporation was filed in the office of the Secretary of State of Kansas, for a railroad company to be called "The St. Louis, Lawrence & Denver Railroad Company," signed by twenty-one persons, but acknowledged by only four, with termini fixed at Lawrence, Douglas County, and Olathe, Johnson County, Kansas, and with a capital stock of $200,000. (12th finding, printed record, pages 197, 198, 199, 200.)

Under this certificate eleven of the persons named therein as corporators, on May 13th, 1868, published

a notice for opening of subscription books to the stock of the company.

Pursuant to that notice books were opened June 10th, 1868, and by the 30th ten per cent. of the stock was subscribed and two per cent. of the subscriptions paid.

Eight of the said persons then called a meeting of stockholders for July 29th, 1868. The meeting was held and directors chosen, who, on the same day, elected officers. A record of the corporate proceedings, including the certificate, of May 11, 1868, was made up, and under the organization thus effected the St. Luois, Lawrence & Denver Railroad Company has since held its corporate meetings, conducted its business, built and operated its railroad. (13th and 14th findings of fact, printed record, page 290.)

On September 7, 1868, the Board of County Commissioners entered on the stock subscription book of the St. Louis, Lawrence & Denver Railroad Company as organized in 1868, under the second of the foregoing certificates, a subscription reciting the order for an election, and election held September 12th, 1865, and under authority of that election assuming to subscribe to the capital stock of the said company $125,000 on conditions set forth in the subscription, and agreeing to pay therefor $125,000 in bonds of the County, payable to bearer, running thirty years and bearing seven per cent. interest. (15th finding of fact, printed record, page 201.)

On June 2nd, 1869, the Board of County Commissioners made an order, reciting the election of September 12th, 1865, and ordering bonds to the amount of $125,000, to be prepared and sent to St. Louis, Missouri.

In pursuance of the order, the bonds constituting the first issue of $125,000 were executed. All the bonds described in the petition as bearing date July 1st, 1869, are of this issue. (16th and 17th findings of fact, printed record, pages 202, 203.

On February 13th, 1871, the Board of County Commissoners made an order reciting the subscription order made September 8th, 1868, extending the time for the completion of the road till January, 1872, and directing the delivery of the bonds on the completion of the road as therein provided.

The bonds were delivered in pursuance of this order. (18th finding of fact, printed record, pages 204, 205.)

None of the bonds thus issued were issued in payment of assessments upon the stock of the St. Louis, Lawrence & Denver Railroad Company, and in fact no assessments upon its capital stock were ever made by the company. (19th finding of fact, printed record, page 205.)

AS TO THE SECOND ISSUE OF BONDS.

On July 14th, 1870, the County Board made an order for an election on a proposal to subscribe $200,000 more to the stock of the St. Louis, Lawrence & Denver Company, and pay for the same in County bonds on condition that the bonds should not be delivered to the company until it should have built a railroad westward from Lawrence to connect with the Atchison, Topeka & Santa Fe Railroad. (21st finding, printed record, pages 206, 207.)

Under this order an election was held August 23d,

1870, and the proposition was carried. (22d finding of fact, printed record, page 207.)

Nothing was done under this election until February 22d, 1872, when the Commissioners, on a statement from the president of the railroad company that it was about to contract for a railroad from Lawrence westward to Carbondale on the Atchison, Topeka & Santa Fe Railroad, made an order for a subscription of $200,000 to the stock of the company.

This subscription recited the election of August, 1870, as authority, and was made in consideration that the company would commence building a road westward from Lawrence within three months, and have it in operation to the west line of the County by November 1st, 1872, and was on the condition that the road westward should always be operated as the main line. The bonds were to be placed in escrow, in New York, to be delivered on the completion of the road as provided for in the subscription.

This subscription was entered on the books of the company February 22d, 1872, and the bonds dated July 1st, 1872, part of which are the bonds described in the petition as bearing that date, were executed and deposited in escrow as provided in the order and subscription. (23d finding of fact, printed record, pages 208, 209, 210, 211, 212.)

On April 30th, 1872, the certificate of incorporation the Lawrence & Carbondale Railroad Company was filed with the Secretary of State; its road was to run from Lawrence to Carbondale, through Douglas and Osage Counties, a distance of 30 miles; its term of existence was twenty-five years; its capital stock to

be $500,000. (24th finding, printed record, pages 213, 214.)

On July 11th, 1872, the bonds of the second issue were deposited with a banking firm in St. Louis on an order of the Board, to be held until a certificate of compliance with the terms of the subscription should be given the St. Louis, Lawrence & Denver Company, and on December 6th, 1872, on an affidavit that the road known as the Carbondale road was completed, such a certificate and order for the delivery of the bonds was executed. (25th and 26th finding of fact, printed record, pages 215, 216.)

By an agreement bearing date June 28th, 1872, the Lawrence & Carbondale and St. Louis, Lawrence & Denver Companies, agree to become consolidated in one under the name of the St. Louis, Lawrence & Denver Railroad Company; the capital stock of the consolidated company to be $2,000,000; owners of stock in each of the consolidated companies were to be owners of a like amount in the new company; all the property and franchise of the two companies was to become the property of the new one thus formed, and it was to become liable for all their debts.

This agreement was filed with the Secretary of State of Kansas January 15th, 1873. (27th finding of fact, printed record, pages 217, 218, 219.)

The second issue of bonds were delivered out of escrow under the order of the Board of Commissioners of December 6th, 1872, above referred to. None of these were in payment of assessments on the stock of the railroad company, and no such assessments were, in fact, made. (28th finding of fact, printed record, page 220.)

The $125,000 of bonds were sold by the company to Hall, the contractor, for building the road. When the road was built to Pleasant Hill, the bonds were delivered out of escrow to the contractor, and about the same time certificates of stock delivered by the company to the County officers.

The same course was followed with regard to the issue of $200,000. (29th finding of fact, printed record, pages 220, 221.)

This action was brought for coupons of the first issue, amounting to $630, and of the second issue, amounting to $4,410, a total of $5,390, all due January 1st, 1875. By consent, the plaintiffs were allowed to supplement their petition and include coupons of like amount falling due July 1st, 1875, while the action was pending.

The plaintiffs are found by the Court to be absolute owners of coupons to the amount of $300 due January 1st, 1875, and to the amount of $300 of those brought in by the supplemental petition due July 1st, 1875, for value, and without notice of any defence. These coupons are not on the proof made, distinguishable from any others in the case.

The residue of the coupons sued on, held by plaintiffs, are owned by other persons who have entrusted them to plaintiffs for collection. Plaintiffs hold them for that purpose only, and have given only a receipt for them.

As to the coupons held by plaintiffs for collection, no evidence was produced as to when or upon what consideration the same were purchased by the persons who deposited and entrusted them with plaintiffs for collection, and no evidence of actual notice to them or

to the plaintiffs of the facts specially found, except so far as the law charges them with notice.

The following is a copy of one of the bonds of the first issue:

No.— $1,000.

UNITED STATES OF AMERICA.

State of Kansas, County of Douglas.

JULY 1ST, 1899. BOND.

Know all men by these presents, that the County of Douglas acknowledges itself to owe and promises to pay to the bearer one thousand dollars lawful money of the United States of America, on the first day of July, in the year of our Lord one thousand eight hundred and ninety-nine, at the office of the County Treasurer of the County of Douglas, Kansas, with interest at the rate of seven per centum per annum, payable semi-annually on the first day of January and July in each year, on the surrender of the annexed coupons as they severally become due.

This bond is executed and issued by virtue of, and in accordance with the act of the Legislature of the State of Kansas, entitled "An act to authorize Counties and Cities to issue bonds to railroad companies;" approved February 10th, 1865; and the other laws of said State, and in pursuance of and in accordance with the vote of a majority of the qualified electors of the County of Douglas at a special election called and held on September 12th, 1865.

In testimony whereof the Board of County Commissioners of the said County of Douglas, caused

these presents to be signed by the Chairman of the said Board, and by the Clerk of the County, and to be sealed with the seal of said County, and to be registered by the Treasurer of said County.

[L. S.]

Lewrence, July 1st, 1869.

GEO. CUTTER, Chairman.
PAUL R. BROOKS, Clerk.

Registered by M. S. BEACH, Treasurer.

The following is a copy of one of the bonds of the second issue:

No. — $1,000.

UNITED STATES OF AMERICA.

Bond of the County of Douglas, State of Kansas, United States of America.

Issued in payment of stock in the St. Louis, Lawrence & Denver Railroad Company.

Know all men by these presents that the County of Douglas acknowledges itself to owe, and promises to pay to bearer one thousand dollars lawful money of the United States of America, on the first day of July, A. D. one thousand nine hundred and two, at the National Bank of Commerce in the City of New York, with interest at the rate of seven per cent. per annum, payable semi-annually, on the first day of January and first day of July of each year, on the surrender of the annexed coupons as they become due at said National Bank of Commerce, New York.

This bond is executed and issued by virtue of, and

in accordance with the act of the Legislature of the State of Kansas, approved February 27th, A. D. 1869, entitled, "An act to amend sections fifty-one (51), fifty-two (52) and fifty-three (53), of an act entitled an act concerning private corporations," approved March 6th, A. D. 1862, and the other laws of the State of Kansas, and in pursuance of, and in accordance with a vote of a majority of the qualified electors of the County of Douglas, at a special election regularly called and held on August third, 1870.

In witness whereof the Board of County Commissioners of said County of Douglas, have caused this bond to be signed by the Chairman of the said Board, and by the Clerk of the County, and to be [L. S.] sealed with the seal of said County, and to be registered as required by law.

O. DARLING, Chairman of Board
County Commissioners.

PAUL R. BROOKS, County Clerk.

Registered July 1st, 1872.

These being all the facts in the case the Court certified to this Court for determination the following questions:

1st. Whether as respects the bonds dated July 1st, 1869, and the coupons in suit originally attached to said bonds, there was authority and power in the Board of County Commissioners of the defendant County to issue said bonds under the act of February 10th, 1865, recited in the bonds, and other acts of the Legislature of the State of Kansas, including the act of February 25th, 1868.

2nd. Whether the bonds mentioned in the preced-

ing question are void in the hands of a holder for value without actual notice, because the vote on the question of subscribing stock and issuing bonds was had September 12th, 1865, before the organization of the company known as the St. Louis, Lawrence & Denver Railroad Company was made in 1868, to which company the stock was subscribed in 1868 and the bonds were issued and delivered in 1871.

3d. Said bonds having been issued under the circumstances set forth in the special findings of facts above, was the issue of the bonds illegal and invalid in such a sense as to devolve upon the plaintiffs the burthen of showing that they, or those whom they represented, were holders of them for value?

4th. Whether as respects the bonds dated July 1st, 1872, and the coupons in suit originally attached to said bonds, there was power and authority in the Board of County Commissioners of the defendant to issue the same?

5th. Whether said bonds and coupons, last named, are void in the hands of a holder for value, without actual notice of the orders for, and facts connected with the election therefor, and with the organization of the said railroad company, as the said facts are hereinbefore found?

6th. Said bonds having been issued under the circumstances set forth in the special findings of facts above, was the issue of said bonds illegal and invalid in such a sense as to devolve upon the plaintiffs the burthen of showing that they, or those whom they represented, were purchasers or holders of them for value?

7th. Whether the facts above specially found, con-

stitute or show a defence to the bonds of July 1st, 1869, or the said bonds of July 1st, 1872, the said bonds or coupons attatched thereto, in suit, being in the hands of the plaintiffs without affirmative proof that they were holders thereof for value without notice of said facts?

Do the facts found show affirmatively the right of the defendant in error to recover? We claim they do not, and on that question we make the following points:

POINT 1.

The certificate of corporation, filed July 20, 1865, was void for the following reasons:

1. The 1st and 2d sections of the act then in force for organizing such corporations, requires that the articles shall be signed and acknowledged by the proposed corporators, and that nine corporators ~~were~~ are necessary to form such corporation, all of whom must acknowledge said certificate to make it a corporation. In this case only three persons acknowledged said certificate.

2. The termini of the railroad proposed to be built were not stated as required by said law, the eastern terminus being left indefinite.

3. The company never organized, nor took any action under said certificate.

Kansas session laws of 1865, page 94, secs. 1 and 2, read as follows, to wit:

SEC. 1. That any number of persons not less than nine, associating for the purpose of constructing a railroad, shall subscribe a statement which shall specify as follows:

1st, The name assumed by such company, and by which it shall be known.

2d, The name and place of residence of each of th persons forming the association.

3d, The name of the place or places of the termini of said road.

4th, The proposed amount of capital stock of said company, which shall not be less than $5,000 per mile of said railroad. Such statement verified by the affidavit of three or more of the persons therein named, shall be acknowledged before some one authorized to take the acknowledgment of deeds, and filed in the office of the Secretary of State, to be by him recorded in a book kept for that purpose, and a copy thereof duly certified by the Secretary of State, shall be evidence of the existence of such company.

SEC. 2. That when such certificate shall have been filed and recorded as aforesaid, the persons named as corporators therein are hereby authorized to carry into effect the objects named in said certificate, in accordance with the provisions of this act, and they and

their associates, successors and assigns, by the name and style provided in said certificate, shall thereafter be deemed a body corporate, with successive power to sue and be sued, plead and be impleaded, defend and be defended, contract and be contracted with, acquire and convey at pleasure all such real and personal estate as may be necessary and convenient, to carry into effect the objects of the corporation; to make and use a common seal, and the same to alter at pleasure; and to do all acts necessary to carry into effect the objects for which said company was created, and such company shall possess all the power, and be subject to all the rules, liabilities and restrictions provided by this act. * * * * *

SEC. 3. Any corporation formed in pursuance of this act, shall be and is hereby authorized to construct and maintain a railroad, with single or double track, with such side tracks, turnouts, offices and depots, as it may deem necessary, *between the points named in the certificate*, commencing at or within, and extending to or into, any town, city or village along the line of said road, or named as the place of termini of such road, and construct branches from the main line to other towns or places within the limits of any County through which said road may pass.

It is clear, from the statutes above cited, that the transactions above related gave no corporate power.

See Mokalumne Hill Canal and Mining Co. vs. Woodbury, 14 Cal., p. 424.

Harris vs. McGregor, 29 Cal., 124.

Unity Insurance Co. vs. Cram, 43 N. H., 636.

Spencer, Field & Co., vs. Paul Cooks, et al, 16 Louisana Ann. Reports, 153.

Valk vs. Crandall et al, 4 Sanford's Chancery, vol. 1, p. 179.

POINT 2.

The only vote taken to authorize the issuing of the $125,000 of bonds, which were ordered to be issued by the County Board on the 2d day of June, 1869, was taken while there was no such corporation in existence known as the St. Louis, Lawrence & Denver Railroad Company, and before any attempt to make any such corporation, other than the one above described, which, as before shown, created no corporation. (15th finding of fact, printed record, p. 201.)

The law under which the $125,000 of bonds were issued, reads as follows, to wit:

SEC. 1. That the Board of County Commissioners of any County to, into, through, from or near which, whether in this or any other State, any railroad is or may be located, may subscribe to the capital stock of any such railroad corporation in the name and for the benefit of the County, not exceeding in amount the sum of $300,000 in any one corporation, and may issue the bonds of such County in such amounts as they may be deem best, in payment for said stocks.

Provided, that such bonds shall be issued only in payment of assessments made upon all the stocks of

such railroad company, which bonds shall bear interest at a rate not exceeding 7 per cent. per annum, and shall be payable within thirty years. * * *

But no such bonds shall be issued until the question shall be first submitted to a vote of the qualified voters of the County at some general election, or at some special election to be called by the Board of County Commissioners by first giving twenty days notice in some newspaper having general circulation in the County; or, in case there be no paper in the County, then by written or printed notices posted up in each election precinct; and in submitting such question, said Board of Commissioners shall direct in what manner the ballot shall be cast. If a majority of the votes cast at such election shall be in favor of issuing such bonds, the Board of Commissioners of the County shall issue the same.

Stat. Kan. 1865, page 41.

It follows, therefore, that the bonds were not issued pursuant to any vote to take stock in, or issue bonds to, any railroad corporation, and are therefore void.

POINT 3.

This defect was not cured by the subsequent proceedings. The subsequent filing of a certificate of incorporation, giving the proposed corporation the same

name, even had such corporation been created thereby, would not authorize the issuance of the bonds. as the two certificates were not identical, but were widely dissimilar.

In the first the number of corporators was sixteen; in the second it was twenty-one. In the first the termini were the City of Lawrence, Kansas, and a point on the State line between Kansas and Missouri, where a railroad to be built westward from Pleasant Hill, Mo., should strike the State line, with a branch to Paola in the County of Miami, State of Kansas.

In the second the termini were at Lawrence, Kansas, and Olathe, Johnson County, Kansas.

In the first the capital stock was fixed at $500,000, in the second $200,000. (12th finding of fact, printed record, pages 192, 193, 198, 199.)

It is manifest, therefore, that conceding that both certificates were good and sufficient to vest corporate power, they are not one and the same corporation but two different and distinct corporations, and in that case the bonds have been voted to one corporation, and the stock subscribed in, and the bonds issued to, another and very different corporation. That the voting to take stock in and issue bonds to one corporation, gives no authority to take stock in and issue bonds to another corporation.

See Marsh vs. Fulton County, 10 Wallace, page 676.

Harshman vs. Bates County, Supreme Court U. S., October term, 1875.

The State ex rel. vs. Commissioners of Nemaha County, 10 Kansas, 569.

POINT 4.

The certificate of incorporation filed May 11th, 1868, was also insufficient to create a corporation. It was filed under color of the law of 1865, as above set forth, the law of 1868 not having gone into force till the 31st of October, 1868.

See certificate of the Secretary of State as to the publication of the laws at the commencement of the general statutes of Kansas, and page 226 of said general statutes, section 134.

Only four of the proposed corporators, whose names were signed to that certificate, having acknowledged the same. (12th finding of fact, printed record, pages 198, 199.)

POINT 4½.

The law authorized the issuing of bonds in payment for stock only upon an assessment upon all the capital stock of the company. But these bonds were issued without any assessment upon the stock of the company. (19th finding of fact, printed record, page 205.)

This was a fraud upon the County which would make the bonds void in the hands of the railroad company, and cast the burthen of proving bona fide holding for value upon the holder.

Smith vs. Sac County, 11 Wallace, 139.

Morial vs. Cook, 5 Pick., 412.

Holmes vs. Casper, 5 Binn., 469.
Duncan vs. Scott, 1 Campbell, 100
McClintock vs. Cummins, 2 McGown, p 98.

POINT 5.

That these bonds, dated July 1st, 1869, are void except in the hands of bona fide holders for value, is too clear for argument. And we claim that they would also be void in the hands of a bona fide holder for value.

Their issue was not only entirely without authority in the agents of the County, but it was beyond the power of the County to authorize such issue, though every legal voter of the County should assent to it.

There was no law of Kansas to authorize Counties to issue bonds for road purposes, except to issue them to a railroad corporation in payment for stock of such corporation, but these bonds were not voted nor issued to any corporation, and consequently the County could get no railroad stock by the transaction, as there was no stock of the company to be acquired. And we understand that bonds issued by the agent of the County, which the County itself had not by law the power to issue, are void under all circumstances.

See Marsh vs. Fulton County, 10 Wallace, 676.

Sherrard vs. Lafayette County, 3d Dilon Circuit Court, 236.

Root vs. Wallace, 4 McLean Report, p. 8.

Root vs. Goddard, 3d McLean, 102

Pearce vs Madison & Indiana apolis R. R. Co, et al. 21 Howard 441.

The distinction between the Board of County Commissioners and the County represented, as to the issuing of such bonds in Kansas, is as broad as between any other principal and agent. The County is by express language of the law made a corporation, and of course the body of the people are the corporators.

The County Commissioners are elected officers of this corporation, with their powers specifically laid down, and authorized to sue and be sued by the name of the Board of County Commissioners.

See Compiled Laws of Kansas, 1862, page 412, section 15.

General Statutes of 1868, page 256, section 16.

Smith vs. Sac County, 11 Wallace, 139.

POINT 6.

We come now to the consideration of the validity of the second series bonds dated July 1st, 1872, amounting to $200,000.

And upon this we say that at the time of the taking of the vote for subscription to stock at the time of such subscription, and at the time said bonds were issued, there was no such corporation as the St. Louis, Lawrence and Denver Railroad Company. The certificate of incorporation, as before shown, not having been acknowledged by a number of corporators sufficient, under the laws of Kansas, to create a corporation; only four having acknowledged, when an

acknowledgment by nine was necessary to that purpose.

That no corporation existing, neither the Board of County Commissioners nor the County, had any authority by law to issue such bonds, and the bonds and coupons are therefore void.

POINT 7.

That conceding that the certificate of organization, filed May 11th, 1868, was valid, the bonds would be void because the vote under color of which the bonds were issued was conditioned for the making of a railroad by said corporation beyond the western terminus of the road chartered under said certificate, to a point where such corporation was not authorized, but forbidden by law to build the same.

See General Statutes, page 203, section 50, which reads as follows:

"The directors of any railway corporation may, by a vote of two-thirds of their whole number, at any time change their road-bed or road-line, or any part thereof, for the purpose of shortening the line, or to overcome natural obstacles, *but such corporation shall not change the general route or terminus of the road.*"

And the subscription was made and the bonds by the County Board directed to be delivered under color

of said vote, and while the said supposed corporation was forbidden by law so to extend its road. (See 20th finding of fact, printed record, page 206.)

Finding 21, page 206.

Finding 22, page 207.

Finding 23, pages 208, 209, 210, 211, 212.

Finding 24, pages 213, 214.

POINT 8.

And, if we concede for the purpose of argument, that both certificates of incorporation were valid, they were manifestly two different corporations, and the vote having been taken to subscribe to the first, and the subscription made and bonds issued to the second, would threfore be void under the decision of this Court in Marsh vs. Fulton County, as well as the decision of the Supreme Court of Kansas, in which the bonds were issued.

The State ex rel. vs. The Commissioners of Nemaha County, 10 Kan., p. 569.

The bonds in question were issued under color of the act of February 27th, 1869, and that act is cited in the bonds as authority for such issue.

Section 51 of that act is in the language following, to-wit:

"The Board of County Commissioners of any County, the City Council of any City, or the trustees

of any incorporate town, may subscribe for, and take stock for such County, City or town, or loan the credit thereof, to any railroad company *duly organized* under this or any other law of the State or Territory of Kansas."

See session laws of 1869, page 108, sec. 51.

It having been shown that this company was not *duly organized* under any of the laws of the State or Territory of Kansas, the statute gave the County no authority to issue such bonds.

POINT 9.

It will scarcely be questioned that, as between the railroad company and the County, the bonds would be void, and it seems to us that they are equally void in the hands of a bonafide purchaser for value.

The lack of power to issue them is not a mere lack of authority of the Board of Commissioners to act for the County, but an absolute lack of power in the County, including all the voters of the County, to cause them to be issued. *The accruing of the power to the County is, by the statute, expressly made to depend upon corporations being duly organized.*

POINT 10.

But the purchaser of these bonds connot be a bona finde purchaser. He is bound to take notice of the statute which shows him, on its face, that the County has no power to issue the bonds unless the said railroad company has been first duly organized, and the bond on its face shows that it was issued under that law. And it was then clearly the duty of the purchaser to ascertain before purchasing the bonds, that the corporation had heen duly organized, and the County been thereby authorized to issue the bonds.

See Fountain vs. Cassnarthen Railroad Company, Law Rep. Eq. Cases, vol. 5. page 316 (Eng.)

Root vs. Wallace, 4th McLean, page 8.

Balfour, et. al., vs. Ernest, Eng. Com. Law Rep., vol. 94 (6 Bench Rep. N. S.), page 600.

Smith et al. vs. the Hull Glass Co., Eng. Com. Law Rep., vol. 73 (11 Com. Bench Rep.), page 896.

Root vs. Goddard, 3d McLean, 102.

Ernest vs. Nichols, 6 H. L. Cases, 401-419.

Pearce vs. Madison & Indianapolis R.R. Co, et al, 21 Howard 441.

This case, therefore, comes clearly within the principle, often asserted by the Court, that when there is a lack of statutory authority in the County to issue such bonds, if issued they will be void under all circumstances.

If the bonds are held good in the hands of bona-fide purchasers for value, the bonds having been illegally and fraudulently issued, the burthen of proof

of such holding is upon the plaintiffs, and they cannot recover for want of such evidence.

Upon the points above made, we submit the following

ARGUMENT.

That there was no corporation created by the filing of the certificate, filed July 20th, 1865, is clear from the statute under which it purports to be filed, which provides that there must be nine corporators to create the corporation, and that the certificate shall be acknowledged and filed in the office of the Secretary of State. That the meaning of this provision is, that all those who are to become corporators shall acknowledge the certificate, is manifest from its language. The object of the acknowledgment is to place upon the records of the State satisfactory evidence that the persons named in the certificate have applied to become corporators and are therefore bound to the duties of corporators. The acknwledgment of three only, furnishes no evidence that the other six, necessary to constitute the corporation, have agreed to be corporators.

It is provided by the stautes that when the certificate is filed in the office of the Secretary of State, and recorded by him, a certified copy of the certificate "shall be evidence of the existence of such company." but if the acknowledgment of three is sufficient to authorize the filing and make a copy of it evidence of the existence of the corporation, which must consist of at least nine, it follows that the consent of six

to be corporators is established by the unproved signatures of their names to the certificate. The acknowledgment of at least nine corporators is therefore clearly a condition precident to the filing by the Secretary of State, and by the language of the second section of that law, "when such certificate shall have been filed and recorded," and not before the persons named as corporators are invested with corporate power.

It is therefore clear, upon principle as well as by the authorities above cited upon this point, that the said certificate filed July 20th, 1865, created no corporation.

Upon the 2nd point above cited, that the bonds by the County Board, ordered to be issued on the 20th day of June, 1869, were not issued pursuant to any vote to take stock in, or issue bonds to, any railroad corporation and are therefore void, is a necessary sequence from the proposition above discussed, it having been already shown that the company to which the stock and bonds were voted had no corporate existence.

The point No. 3 needs no discussion.

The certificate of incorporation filed May 11th, 1868, was void because four only of the proposed corporators acknowledged the certificate, while nine was necessary to form the corporation. This point is substantially the same as that in regard to the certificate filed July 20th, 1865, and above discussed, and the authorities heretofore cited in regard to that, apply equally to this proposition.

That the bonds in question, for the reason set forth, would be void, except in the hands of *bona fide* purchasers for value, will hardly be questioned. But we

claim that they are equally void in the hands of a *bona fide* purchaser for value.

The issue of the bonds was not only without authority in the agents of the County, but is beyond the power of the County to authorize such issue, though every voter of the County should assent to it. There was no law of Kansas to authorize counties to issue bonds for railroad purposes, except to issue them to *a railroad corporation in payment for stock of such corporation.* But these bonds were not voted nor issued to any corporation, nor did the County Commissioners subscribe stock to any corporation, nor could the County acquire any such stock because, as we have shown, no such corporation as the St. Louis, Lawrence & Denver Railroad Company existed, and consequently no such capital stock existed.

It has frequently been held that when bonds had been issued by the agents of a ~~County~~ municipality without the requisite authority from the municipality to the agent, and the bonds were in the hands of bona fide holders for value without notice, and the face of the bonds showed, affirmatively, that such agents had authority to issue them, the holders might recover upon them, but it has uniformaly been held by this Court that any bonds issued by the officers of a County when the County had not acquired authority from the State by its statutes to issue the bonds, would be void under all circumstances. In this case the County clearly never acquired any power to issue such bonds, except to a railroad corporation for an equal amount of the capital stock of such company.

In all the cases where bonds, wrongfully issued by public officers, have been held good, the municipality

had power to issue the bonds, but the officers of the municipality had wrongfully executed it.

We are aware of the general rule that one giving his obligation to others as a corporation, is estopped in an action on such paper to deny the existence of the corporation, but the transaction that we are considering does not come within that principle; it is a question whether public officers, holding a delegated authority, can bind their constituents by acts that neither they nor the whole body of their constituents are authorized by law to do.

By the laws of Kansas, the County is a corporation authorized to sue and be sued in the name of the Board of County Commissioners of the County. The corporation consists of every person in the County, and all are made liable, as corporators, to pay the bonds if they are valid, whether voters or not, and the power of making these bonds not having been given to the corporation, though every officer of the County should sign them, and every voter of the County should vote for them, the transaction could not effect the rights of those persons who pay taxes and do not vote. They have a right to the protection of the law, though their officers and their neighbors should seek to fritter away their rights by admitting the existence of a coporation that does not exist. Such admission is not a corporate act, and cannot bind the County. Nor can the County Board, by any recitals they may see fit to put in the bonds, prove the County to possess a power that is denied it by law, and there is no authority for the proposition that it can.

In Knox vs. Aspinwall, 21 How., 539, it was set up as a defense to the bonds that there was a lack of the

proper notice of the election. It was admitted by Justice Nelson, delivering the opinion of the Court, that the want of proper notice to the voters would defeat the bonds, but held that the Board of County Commissioners was the proper tribunal to determine the fact whether proper notice had been given, and that by issuing the bonds, the Board had determined that fact, and their conclusion could not be impeached in a suit by a bona fide holder of the bonds.

It was also said in that case, that as the bonds on their face imported a compliance with the law, the purchaser was not bound to look further for evidence of a compliance with the conditions of the grant of the power. This decision has been followed in other cases in this Court.

But that case differed widely in principle from the one at bar. There was in that case no question that the County had the power from the Legislature to subscribe the stock and issue the bonds. The question was, whether the County had done so, or whether the County Commissioners had put them in circulation without authority from the voters. The Court held in effect, that it was the intention of the Legislature in enacting the law giving authority to issue the bonds, to leave the question, whether notice had been given to the voters, to the County Board.

But, conceding that to be correct, it is no authority for the proposition that the Legislature intended to confide to the Board of Commissioners the power of construing charters and determining questions as to the existence of corporate powers, a very important and, in some cases, very difficult subject of judicial investigation.

The question, whether notice to the voters has been given, is a question of fact which it is the duty of the Commissioners to ascertain, and the evidence of it is peculiarly within their knowledge.

But the facts in regard to the existence of the incorporation of companies under the general incorporation law, is placed upon the records of the State for the information of *all*, and is not to be found in the office of the Board of County Commissioners, and they have no better access to it than the man who purchases the bonds. It seem to us, therefore, that the Legislature might with some show of reason, confide to the Board of County Commissioners the power to determine the simple fact of notice, but the extreme of folly to confide to them the determination of the grave and important judicial question of the existence of corporate power.

We say, therefore, that a decision that the County Board has power to decide the question of notice having been given to the voters, is no authority for holding that such Board had jurisdiction to determine whether the railroad company had been incorporated.

But supposing the Legislature had intended it, they had no power to effect the object.

By the 1st section of article 3d of the Constitution of Kansas, it is provided that "the judicial power of the State shall be vested in a Supreme Court, District Court, Probate Court, Justices of the Peace, and such other courts inferior to the Supreme Court as may be provided by law."

That the power to determine whether a corporation exists is a judicial power, is too clear to admit of

argument, and that the Board of County Commissioners of any County of Kansas is not a "court," is equally clear.

It is simply a board of administrative officers, with specified administrative powers, with no power to summon a jury nor to render a judgment, and no officer but a clerk to record its proceedings.

For the powers of such board see Compiled Laws of Kansas, 1862, page 412, section 15; also General Statutes of Kansas, 1868, page 256, section 16.

The other proposition of law stated in said opinion, that the purchaser of the bonds had a right to assume that the vote of the County, which was made a condition of the grant of the power, had been obtained, from the fact of subscription by the Board to the stock of the railroad company, and the issuing of the bonds, is subject to the same argument we have applied to the proposition of law just stated in that opinion. If he might so assume, it is because a fair consideration of the statute under which the bonds were issued would show that the Legislature, in passing the act, intended to give to the Board the power to decide whether such vote had been taken or not, and it is manifest, as before shown, that the expression of opinion that the power of deciding whether the vote had been taken was granted by that law to the Board of Commissioners is no expression of opinion that the high judicial power of deciding as to the corporate existence of the company. The same considerations apply as to the effect of a recitation of authority in the bonds; such recitation can be proof of nothing except what the Commissioners have power to decide, which brings us back to the same question that we have already discussed,

whether the Commissioners had power to decide as to the validity of the so called incorporation.

But the plaintiffs below are not entitled to the privileges of bona fide holders.

The illegality in the inception of the bonds having been proved, the burthen of proving bona fide holding for value was upon the plaintiff (see Smith vs. Sac County, 11 Wallace, 139), but no such proof was made. It is true that proof was made that $600 of the coupons held by the plaintiffs, were purchased for value, but they were not distinguishable from any other of the coupons, as appears from the finding of the court, No. 30. Nor can it be determined to which series of bonds they belong. Nor could it be known what particular coupons should be cancelled on the rendition of judgment, so as to protect the County from future actions on the same coupons. But whether the plaintiff was or was not entitled to recover on this $600 of coupons, it is clear that he had no right to recover for more, for want of proof of bona fide holding for value.

We now come to the consideration of the questions arising under the second series of bonds dated July 1st, 1872.

These bonds were voted after the filing of the certificate of incorporation—filed May 11th, 1868—but the subscriptions were made and bonds issued under the law for issuing bonds to railroad companies, which went into effect February 22d, 1869, which law is recited in the points, and requires nine corporators to sign and acknowledge the certificate as before shown; and in this case more than nine signed, but only four acknowledged. The effect of this lack of the incor-

poration of the company, upon bonds issued under the law of 1865, to authorize the issuing of such bonds, has already been discussed. But the law of 1869, under which these bonds were issued, is somewhat different.

The last named law, in terms, authorizes the Board of County Commissioners of any County, &c., to "subscribe for and take stock for such County, City or Town in, or loan the credit thereof to any railway company *duly organized*, under this or any other law of the State or Territory of Kansas."

If there could otherwise be any doubt whether a subscription by a County for stock in, and issuing bonds to a railroad company not incorporated, would be invalid, that doubt is removed in the law of 1869, by inserting the words *duly organized*.

Again, the railroad was completed to Lawrence, the western terminus of the road as described in both said certificates of incorporation, on the 30th day of February, 1871. (See 18th finding of factpages 204, 205.)

And on the 3d day of August, 1870, a vote of the people was taken to take $200,000 of stock in the St. Louis, Lawrence & Denver Railroad Company, and issue bonds in payment therefor, interest payable semi-annually, "provided that said bonds shall not be delivered to said company until it shall construct and have in full operation a railroad from Lawrence westward along the valley of the Wakarusa river, to a point of junction with the Atchison, Topeka & Santa Fe Railroad."

Under this vote the County Commissioners made a subscription to the stock of the St. Louis, Lawrence & Denver Railroad Company, payable in bonds of

the County, and afterwards issued the bonds in question in payment of said subscription.

This vote, subscription and issue of bonds, was clearly illegal. It was an agreement with the railroad company to violate a statute of the State. The General Statutes of Kansas of 1868, cited in the points and found on page 203 of said General Statutes, section 50. It is clearly a contract with the railroad company to extend its road beyond the western terminus of the road, provided for in its pretended charter, and the consideration of the subscription was, that such violation of the law should be committed by the railroad company. (See 20th finding of fact, printed record, p. 206.)

Such an agreement for the violation of the statutes, and the bonds issued in pursuance thereof, were therefore void, whether in the hands of bona fide holders or not.

What we have before said as to the effect of holding bona fide, and for value, and as to the burthen of proof of such holding as to the other series of bonds, applies equally to this.

We come now to consider a proposition applying equally to both series of bonds.

Assuming that neither of the companies bearing the name of the St. Louis, Lawrence & Denver Railroad Company, were ever incorporated, and that therefore the subscriptions made and bonds issued to them were void as between the County and the railroad company, we say that there could be no bona fide holders of said bonds, or any of them.

The law under which these companies attempted to

organize were public laws, and all the world is chargable with knowledge of them.

The certificates which are filed for the purposes of organizing under this law, are made by said law public. Records of the State, required by the law to be filed with the Secretary of State, and spread upon the records of the State, for the purpose of giving notice to all the world of the existence of such corporations, and a copy of such certificate certified by the Secretary of State, is by the act made evidence of the existence of the corporation.

Thus a public law of the State provided for a public record of the State, for the information of all; and all being charged with notice of the law, are chargable with notice of the existence of the record made for their benefit and [illegible], so far as it is concerned, to know its contents.

In Fountain vs. Cassnarthen Railway Company, Law Rep., Equity Cases, on page 322, Sir W. Page Wood, Vice Chancellor, says: "In the case of a Registered Joint Stock Company all the world of course have notice of the general act of Parliament, and of the special deed which has been registered pursuant to the provisions of the act."

The same doctrine is sustained in the opinion of the Court in Smith vs. Hull Glass Co., Eng. Com. Law Rep., vol. 73, (11 C. B.)

See case on page 896, opinion on marginal, p. 927.

In Balfour vs. Ernest, Eng. Com. Law Rep., vol. 94 (5 C. B. N. S.), page 600.

The same doctrine is held and the decision of the case turns on that point.

We have not access to the 7th and 8th Vict., Chap.

110, under which the corporations alluded to in these opinions were organized, but the language of the courts in these cases indicates that the Statute is not stronger to charge notice than the Statute of Kansas.

The second series of bonds recite upon their face that they were issued in payment for stock of the St. Louis, Lawrence & Denver Railroad Company. This was clear notice to all who might take the bonds, that the authority to the County for issuing them, was to be found in the Statutes we have cited and in the charter on file with the Secretary of State.

We call the attention of your honors to the other authorities cited upon this point without comment, and submit that for the reasons above, the facts found by the Court below do not justify its judgment, and therefore ask its reversal.

NELSON COBB,
WILSON SHANNON, AND
WILLIAM W. NEVISON,
Attorneys for Plaintiffs in Error.

Supreme Court of the United States.

OCTOBER TERM, 1876.

No. 645.

The Board of County Commissioners

OF THE

County of Douglas,

Plaintiffs in Error,

vs.

Matthew Bolles and M. Shepard Bolles,

Defendants in Error.

ARGUMENT FOR DEFENDANTS IN ERROR.

BY JOHN S. ABBOTT, and
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BOSTON:
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No. 645.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS,
Plaintiffs in Error,

vs.

MATTHEW BOLLES AND M. SHEPARD BOLLES,
Defendants in Error.

STIPULATION.

[It is agreed, in the above entitled cause, as follows:

Counsel for defendants has received a printed copy of the case, and also received, on the sixth day of November current, printed argument of counsel for plaintiffs in error; and counsel for plaintiffs in error agrees to cause the number of copies of their argument required by the rule to be filed with the Clerk of the Court, as soon as the twefIth day of December next.

Counsel for defendants agrees to file with the Clerk the requisite number of copies of his printed argument as soon as said twelfth of December.

The case is then to be submitted to the Court upon such printed arguments.

In case the counsel for either party shall fail to perform his part of the above stipulation, the case is to be submitted to the Court on said twelfth of December, upon the printed argument of the counsel for the other party.

This stipulation is to be substituted for the one dated September 20, 1876.

November 18, 1876.

WILLIAM W. NEVISON,
Counsel for Plaintiffs in Error.

JOHN S. ABBOTT,
Counsel for Defendants in Error.]

ARGUMENT FOR DEFENDANTS IN ERROR.

BY JOHN S. & J. E. ABBOTT.

The defendants in error are partners in business, as bankers and brokers, and are, and for many years have been, citizens of Massachusetts and inhabitants of Boston.

They purchased certain bonds, with interest coupons attached, issued by the plaintiffs in error, dated July 1st, 1869, and July 1st, 1872. The purchase was made in good faith, for adequate consideration paid, and with no knowledge, information or suspicion that the bonds, for any cause, were invalid. With the same good faith, and under similar conditions, in their regular business as brokers, they sold other bonds of the same issues to customers of theirs. These customers employed them to collect their coupons when they should become payable, as they should collect their own.

The coupons were payable semi-annually, on the 1st of January and July; and those which matured prior to January, 1875, were duly paid.

The original action was brought in the Circuit Court of the United States, for the District of the State of Kansas, and the judgment sought to be reversed or corrected was rendered for interest coupons which matured on the 1st of January and July, 1875; their payment having been refused.

[NOTE.—In the printed "Transcript of Record" there are many clerical or typographical errors. On page 102, in the 3d line of Exhibit A, 1899, should be 1869. On page 104, one-fourth from top, 1873 should be 1872. On page 129, second line from bottom, *insure* should be *issue*. In the 26th special finding on page 132, the blank after "*said*" should have been filled or copied legibly so that it could have been printed. In the 29th special finding on page 134, "*coupons*" should be *company*.]

Upon a cursory view of the "TRANSCRIPT OF RECORD," it is apparent that the defense to the original action was *contra bonos mores;* and it should not be sustained unless required by some established and inflexible rule of law.

The bonds and coupons were payable in the city of New York. Upon the face of every bond of the first issue it is stated, under the hand and seal of the Board of County Commissioners, being now plaintiffs in error, as follows:

"This bond is executed and issued by virtue of, and in accordance with, the act of the legislature of Kansas, entitled 'An act to authorize counties and cities to issue bonds to railroad companies,' approved February 10th, 1865, and the other laws of said State, and in pursuance of, and in accordance with, the vote of a majority of the qualified electors of said county of Douglas at a special election, regularly called and held on September 12, 1865."

Every bond was registered by the County Treasurer, and was also registered by the Auditor of the State of Kansas, and had upon it the following certificate of the Auditor:

"I, A. Thoman, Auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature entitled 'An Act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvements, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith, approved March 2d, 1872.

Witness my hand and official seal this 7th day of December, 1872.

A. THOMAN,

[SEAL] *Auditor of State.*"

Upon the face of every bond of the second issue, it is stated under the hand and seal of the Board of County Commissioners, being now plaintiffs in error, as follows:

"This bond is executed and issued by virtue of, and in accordance with the act of the legislature of the State of Kansas, approved February 27, A. D. 1869, entitled 'An act to amend sections fifty-one (51), fifty-two (52), and fifty-three (53) of an act entitled An act concerning private corporations, approved March 6, A. D. 1862,' and the other laws of the State of Kansas, and in pursuance of, and in accordance with, the vote of the majority of the qualified electors of the county of Douglas at a special election regularly called, and held on August third, 1870."

The bonds of the second issue were duly registered at Lawrence, July 1, 1872; and each of these bonds was registered by the Auditor of the State and bore his certificate of registration in the same form as the bonds of the first issue.

Transcript of Record, pp. 118 *and* 119.

The bonds of the first issue were delivered to one Hall, the contractor for building the railroad from Lawrence to Pleasant Hill, after the road was built; and at or about the time of delivering them to the contractor, the county received a corresponding amount of stock in the railroad in payment for the bonds. A similar course was adopted with the bonds of the second issue.

Page 134, *special finding* 29.

The bonds of the first issue amounted to $125,000, and of the second issue to $200,000; for both which the county received 3250 shares of stock in the St. Louis, Lawrence and

Denver R. R. Co. The county retained this stock, and in January, 1873, by its agent, Joel Grover, assented to a consolidation of that railroad company with the Lawrence and Carbondale Railroad Company.

Page 133.

The original defendants issued these bonds with their statement on the face of them that every requirement of law had been fully complied with, and with the official certificate of the Auditor of State that they "*had been regularly and legally issued.*" They made them payable in a distant city; and it cannot be doubted that they expected and intended they would be negotiated in places so remote from Kansas, that reliance on the statements on the face of the bonds would be a practical necessity. They delivered them, after the railroad was completed, in part payment for its construction. They received adequate consideration for the bonds, being the same amount of stock in the railroad corporation. The county retained the stock, and by its agent, voted for the consolidation already referred to.

After all this, the defenses interposed against the payment of the interest coupons, are grossly dishonest; and it is believed they will be found as unsound in law as they are in morals.

I.

ISSUES INVOLVED.

The issues in the original case are to be determined by the pleadings.

The first count in the declaration, and following the averment on page 1, that "the Board of County Commissioners of the county of Douglas, in the State of Kansas," is the party required by the laws of Kansas to be made defendant in any suit against the county, and that the county of Douglas, "at the dates hereinafter mentioned, was, and now is a body politic and corporate, created by and existing under the laws of Kansas" (which averment is not traversed), is as follows:—

"And for a first cause of action said plaintiffs allege, that on the 1st day of July, A. D. 1869, at Lawrence, in said county and State, said county of Douglas made and issued its certain bond, dated on the day and at the place aforesaid, whereby it promised to pay to bearer the sum of one thousand dollars on the first day of July, in the year one thousand eight hundred and ninety-nine, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, according to divers coupons thereunto attached; which said bond, in order to distinguish it from others of like character, was marked 'No. 41'; that afterwards, and on or about the 16th day of May, 1872, said bond was duly registered in the office of the Auditor of the State of Kansas; that, as each coupon for such semi-annual interest falling due prior to January 1st, 1875, matured, the same was paid by the officers of said county, with the proceeds of a tax levied and collected each year by said county from its tax-payers for that purpose. That among the coupons so attached to said bond was one made by said county, whereby it promised to pay to bearer thirty-five dollars at the Fourth National Bank in the city of New York, on the first day of January, 1875, being the semi-annual interest at that time due on said bond of the county of Douglas, No. 41, a copy of which said bond, coupon, and certificate of its registry endorsed thereon by the Auditor of the State, except as to the number, is hereunto annexed, marked 'Exhibit A,' and made a part of this petition.

That before said coupon by its terms became due and payable, it came to and for value became the property of these plaintiffs, who ever since have been, and now are, the lawful owners and holders thereof.

That when said coupon by its terms became due and payable, the same was duly presented at the place of payment therein mentioned, and payment demanded, which was refused; and said coupon was then and there duly and legally protested for non-payment.

That said defendant has not paid the said coupon, nor any part thereof, but is indebted to these plaintiffs therefor, in the sum of thirty-five dollars, with interest at the rate of ten per cent. per annum, from the first day of January, 1875, and two dollars and ten cents damages on account of the non-payment and dishonor of said coupon."

Exhibit A, referred to in this count, is on pages 102 and 103:—

"EXHIBIT A.

No. UNITED STATES OF AMERICA. $1000.

STATE OF KANSAS, COUNTY OF DOUGLAS, JULY 1ST, 1869.

BOND.

Know all men by these Presents: That the county of Douglas acknowledges itself to owe, and promises to pay to the bearer, one thousand dollars, lawful money of the United States of America, on the first day of July, in the year of our Lord one thousand eight hundred and ninety-nine, at the office of the county treasurer of the county of Douglas, Kansas, with interest at the rate of seven per cent. per annum, payable semi-annually on the first days of January and July in each year, on the surrender of the annexed coupons as they severally become due. This bond is executed and issued by virtue of and in accordance with the act of the legislature of the State of Kansas, entitled 'An act to authorize counties and cities to issue bonds to railroad companies,' approved February 10th, 1865, and the other laws of said State, and in pursuance of and in accordance with the vote of a majority of the qualified electors of the county of Douglas, at a special election regularly called and held on September 12th, 1865.

In testimony whereof, the board of county commissioners of the said county of Douglas caused these presents to be signed by the chairman of said board, and by the clerk [SEAL] of the county, and to be sealed with the seal of said county, and to be registered by the treasurer of said county.

LAWRENCE, July 1st, 1869.

GEO. CUTTER, *Chairman.*
PAUL R. BROOKS, *Clerk.*

Registered by
M. S. BEACH, *Treasurer.*

—

COUPON.

$35. STATE OF KANSAS. $35.

The county of Douglas will pay to the bearer on the 1st day of January, A. D. 1875, thirty-five dollars, interest due on bond, No. , payable at the Fourth National Bank of the city of New York.

GEO. CUTTER,
Chairman County Commissioners.
PAUL R. BROOKS,
County Clerk.

[*Endorsement:*]

"I, A. Thoman, Auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the legislature entitled 'An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads or other works of internal improvements, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith,' approved March 2d, 1872.

Witness my hand and official seal this sixteenth day of May, 1872.

[SEAL] A. THOMAN, *Auditor of State.*"

Each of the first twenty-eight counts in the original declaration (pages 1–19), and of the first twenty-seven counts in the amended declaration, being all of the counts on coupons attached to the issue of bonds dated the first of July, 1869, is like the above count, excepting the No. of the bond.

To each and all of these counts the original defendant, —

"1st. Denies each and every allegation thereof.

2d. And for a second defense to the several causes of action in said petition numbered from 'first to twenty-eight, inclusive,' the defendant avers that no vote of the qualified electors of the county of Douglas was ever taken, authorizing, or purporting to authorize, the county commissioners of the county of Douglas to issue to the Saint Louis, Lawrence and Denver Railroad Company the bonds or coupons mentioned in the plaintiffs' petition, or any of them, or to take stock in said corporation, to be paid for with such bonds and coupons.

3d. And for a third defense, the defendant avers that no vote of the qualified electors of said county was ever taken, authorizing, or purporting to authorize the board of county commissioners of said county to issue to the St. Louis, Lawrence and Denver Railroad Company the bonds or coupons mentioned in the plaintiffs' petition, or to take stock in said company to be paid for with such bonds and coupons, of all of which facts the plaintiffs had full notice when they received said bonds and coupons and paid no value therefor.

4th. And for a fourth defense, the defendant avers that no subscription to the stock of said company was ever made by the commissioners of said county after any railroad of said company was located to, into, through, from or near said county.

5th. And for a fifth defense, the defendant avers, that no subscription to the capital stock of the Saint Louis, Lawrence and Denver Railroad Company was ever made by the county commissioners of said county after any railroad of said company was located to, into, through from or near said county, and of this the plaintiffs had full notice when they received said bonds and coupons.

6th. And for a sixth defense the defendant avers that the said bonds and coupons were not, nor were any of them, issued in payment of assesments upon all the stock of said railroad company, nor in payment upon any assessment upon such stock.

7th. And for a seventh defense, the defendant avers that the said bonds and coupons were not, nor were any of them, issued in payment of assessments upon all the stocks of said railroad company, nor in payment of any assessment; of which fact the plaintiffs had full notice when they received said bonds and coupons.

8th. And for a further defense, this defendant avers that said bonds were executed and deposited in escrow in the Second National Bank of Saint Louis, Missouri, to be delivered by said national bank to said railroad company when the said St. Louis, Lawrence and Denver Railroad should be completed and operated from Lawrence to the eastern boundary of said Douglas county, and accepted by the Missouri Pacific Railroad Company, under their lease of said St. Louis, Lawrence and Denver Railroad, and when such acceptance should have been duly certified to said national bank by the president of the St. Louis, Lawrence and Denver Railroad and the board of commissioners of said Douglas county. Yet the said railroad company, well knowing the premises, without having completed or put in operation said railroad from said Lawrence to the East line of Douglas county, or any part thereof, or procuring such acceptance by the Missouri Pacific Railroad Company, or any certificate of such acceptance by the board of county commissioners of said county, fraudulently obtained said bonds and coupons from said bank, and no delivery of said bonds was ever made by this defendant except as aforesaid.

9th. And for a further defense this defendant avers that said bonds were executed and deposited in escrow in the Second National Bank of Saint Louis, Missouri, to be delivered by said national bank to said railroad company, when said Saint Louis, Lawrence and Denver Railroad should be completed and operated from Lawrence to the eastern boundary of said Douglas county and accepted by the Missouri Pacific Railroad Company, under their lease of St. Louis, Lawrence and Denver Railroad, and when such acceptance should have been duly certified to said national bank by the president of the St. Louis, Lawrence and Denver Railroad, and the board of commissioners of said Douglas county. Yet the railroad company, well knowing the premises, without having completed or put in operation said railroad from said Lawrence to the east line of Douglas county, or any part thereof, or procuring such acceptance by the Missouri Pacific Railroad Company, nor any certificate of such acceptance by the board of county commissioners of said county, fraudulently obtained said bonds and coupons from said bank, and no delivery of said bonds was ever made by this defendant, except as aforesaid, and the plaintiffs received said bonds with full notice of the facts herein, in this defense stated, and without giving any value therefor."

On the 8th of June, 1875, the original plaintiffs demurred to the foregoing second, third, fourth, fifth, sixth, seventh, eighth and ninth matters of special defense set up in defendants' amended answer, for the reasons, —

"*First.* That the matters so specially set up do not, nor do either of them constitute a defense to plaintiffs' petition.

Second. The matters so specially pleaded are inconsistent with the first paragraph and defense of said amended answer."

Page 114.

On the 23d of November, 1875, the plaintiffs replied to the foregoing third, fifth and ninth special defenses in the amended answer that they are wholly untrue.

There is no averment or statement in any of the counts on interest coupons attached to the first issue of bonds, giving the name of any railroad corporation for whose stock the county commissioners had been authorized to subscribe, or for whose stock the bonds were given. And the "Exhibit A," which is made a part of each of these counts, does not contain the name of any railroad corporation.

Each of these counts contains all necessary averments to entitle the original plaintiffs to judgment on default, or on proof of the averments, if no other than the first ground of defense, being a denial of every allegation thereof, had been set up.

The special findings numbered 1, 2, 5, 6 and 7, on pages 117–120, establish the right of the original plaintiffs to judgment, as to the issue on the *first* defense set up in the answer.

As to the 2d, 3d, 4th, 5th, 6th and 7th defenses, each is to be considered independently of all others. Each is to be con-

sidered in the same manner as a special plea, as to its substantive averments, the form only of a special plea being dispensed with by the Kansas code. So that if all of the averments in any one of these defenses may be true, and yet constitute no defense to the original action, such defense, whether made in the form of a special plea, as at common law, or in the form given here as provided by the Kansas code, would be bad on demurrer; or if replied to by denial of the truth of the averments, an immaterial issue would be raised, and however such immaterial issue might be decided, the decision would be no impediment to the rendition of judgment for the original plaintiffs under the "1st" defense.

And each one of these defenses (2d to 7th inclusive), must stand or fall by itself, independently of all other defenses. *Each one of them is to be considered and determined just as though no other defense had been pleaded*, with this exception only; if in one defense or plea there is a reference to any other portion of the pleadings, such portion may be regarded as a part of the plea or defense without repeating it.

Thus: In the "6th" defense, the word "said" preceding "railroad company," refers to the "Saint Louis, Lawrence and Denver Railroad Company," before named in the 2d, 3d and 5th defenses.

Take for illustration the second defense. In this "the defendant avers that no vote of the qualified electors of the county of Douglas was ever taken authorizing, or purporting to authorize, the county commissioners of the county of Douglas to issue to the St. Louis, Lawrence and Denver Railroad Company, the bonds" in question.

Every averment in this defense may be true, and be no impediment to the recovery by the original plaintiffs; for there

is no allegation in this defense, by reference to any of the pleadings or otherwise, that the bonds in question were issued to that railroad company. And for aught that is stated in this defense, they may have been legally issued to any other railroad company in Kansas. So that *this* defense, which must stand or fall by itself, is bad on demurrer, and of no avail if replied to, because it presents an immaterial issue.

The same remarks apply to the 3d, 4th, 5th, 6th and 7th defenses.

The 8th defense is on page 12, *ante*. In this the defendant avers, in substance, that these bonds were executed and deposited in escrow in a bank in St. Louis, to be delivered by the bank to said railroad company when the railroad should be completed and operated from Lawrence to the eastern boundary of Douglas county, and accepted by the Missouri Pacific Railroad Company, and when such acceptance should have been duly certified to the bank by the president of the St. Louis, Lawrence and Denver Railroad, and said board of commissioners. And that the railroad company, well knowing the premises, without having completed or put in operation said railroad, and without procuring such acceptance, or any certificate of such acceptance, fraudulently obtained said bonds from the bank; and that no delivery of the bonds was ever made by this defendant, except as aforesaid.

The 9th defense is like the 8th, with the additional allegation that the plaintiffs received said bonds with full notice of the matters stated in defense, and without giving any value therefor.

In reply to the 9th defense, the original plaintiffs say that the allegations therein are wholly untrue.

Fraud is never to be presumed, but is always to be proved. Upon the issue presented by the 9th defense, the burden of proof was on the original defendants, and they utterly failed to sustain it. On the contrary, by reference to the special findings of the Court, the material averments in this defense are disproved; for the Court in their twenty-ninth special finding on page 134, in regard to these bonds, state:

"The bonds were issued by the county and deposited with the Second National Bank of St. Louis in escrow, to be delivered to the contractor when the road" [that is, the road from Lawrence to Pleasant Hill] "should be built. When the road was built the bonds were delivered to the contractor; at about the time of delivering to the contractor, the *coupons*," [which word is evidently a clerical or typographical error, and used instead of *company*], "delivered to the county $125,000 of its capital stock for the bonds."

As to the 8th defense, there is probably a clerical or typographical error in its omission from the plaintiffs' said replication; but if otherwise, it is included in the demurrer on page 114, and this defense is clearly bad on demurrer, because it does not allege that the original plaintiffs had any knowledge or information of any of the matters set forth in the defense when they obtained the bonds; nor that they obtained them after the maturity of any of the coupons then attached thereto; nor that they obtained them without paying adequate price therefor; nor that they obtained them under any such circumstances as should have excited suspicion as to their validity.

The demurrer to the 2nd—11th counts inclusive in the amended answer does not appear (except inferentially) to have been disposed of.

The replication to the 3rd, 5th, 9th, 10th and 11th counts of

the amended answer, which, on motion of the counsel for the original plaintiffs, was filed several months after the demurrer was filed, must be regarded as superseding, or as a substitute for, the demurrer to the same counts. For neither at common law nor by the Kansas code, can a demurrer *and* replication be filed at the same time, to the same count. The filing of the above replication must be regarded as an abandonment of the demurrer to the counts replied to. As to the counts not replied to, being the 2nd, 4th, 6th, 7th and 8th, the Circuit Court, by rendering judgment for the original plaintiffs, must have sustained the demurrer as to these counts. And the demurrer *should* have been sustained for the reasons already given; and it might also have been sustained upon the technical ground of *nil dicit*; the original defendant not having filed any joinder to the demurrer.

The case of *Thayer* vs. *Johnson County*, 3 Dillon, 392, fully sustains the position above taken, that each defense or count in the answer is to be considered separately and independently of the other defenses or counts. It also sustains the position that the 8th defense is bad on demurrer. In the above case, the learned judge, Mr. Justice Dillon, in the opinion says:— "I am of opinion that the 2nd count of the answer is insufficient. It does not deny that the plaintiff is a holder of the bonds in suit for value without notice. * * * * * * * The plaintiff, as a presumed *bona fide* holder, may under the doctrine of the Supreme Court of the United States, recover, as against the matters pleaded in the second count, no notice thereof to plaintiff being charged in this count." And the demurrer to the 2nd count was accordingly sustained.

II.

EFFECT OF RECITALS IN THE BONDS.

The judgment, as to the coupons attached to the first issue of bonds, should be sustained upon the special findings of the court, even if the pleadings were perfected, so as to present for consideration all the issues and points referred to by the counsel for the original defendants in their argument.

a. The statutes of Kansas, giving authority to counties to subscribe for and take stock in railroads and to pay for them in bonds, have been adjudged to be constitutional.

Leavenworth Co. vs. *Miller*, 7 *Kan.*, 479.

b. Each organized county is a body corporate and politic, and empowered, among other things, "to make all contracts and do all other acts in relation to the property and concerns of the county, necessary to its corporate or administrative powers."

Gen. Stat. of Kan. c. 25, *sec.* 1.

"SEC. 3. The powers of the county as a body politic and corporate, shall be exercised by a board of county commissioners."

"SEC. 5. In all writs or proceedings by or against a county, the name in which the county shall sue or be sued shall be the 'Board of County Commissioners of the county of—'"

c. The statutes of Kansas, in force at the time when these bonds were issued, required the active participation of the Board of County Commissioners in the proceedings preliminary

to the issuing of these bonds; and devolved upon them the duty of issuing them when, and not until when, the prerequisites specified in the statutes should have been complied with. And the Board of County Commissioners was the tribunal to determine whether all of the statute requirements had been complied with, before issuing the bonds; and their adjudication is final and conclusive. And their certificate or statement in or upon the bonds, that the statute requirements had been complied with imports absolute verity; estops them from contradicting or attempting to disprove such certificate or statement, and relieves the party purchasing or receiving such bonds, whether before or after their maturity, from proving, otherwise than by such certificate and statement, that the statute prerequisites had been complied with.

Before referring to authorities in support of the position now under consideration, it may be well to dispose of the distinction attempted to be made between the coupons held by the Messrs. Bolles in their own right, and those held by them for collection.

There is no legal objection to their recovering because of their not being the owners of such coupons. It is for the benefit of the county, as well as for the holders of these coupons, that a multiplicity of suits should thus be avoided.

It is fairly inferrible from the first four and the seventh, twenty-ninth and thirtieth special findings of the Court, that the coupons in question, with the bonds to which they were attached, were purchased by the persons for whom they are being collected before their maturity and for value. They are to be presumed to be *bona fide* holders thereof. If it would be claimed that they were not *bona fide* holders and for value, the burden of proof would be upon the original defendants.

No case has been cited by their counsel in which the burden of proof has been held to be upon the other party, except where the defense had first shown that the bond or note in suit had been fraudulently issued. And even where such fraud has been shown, eminent and learned judges differ as to the *onus*. See the elaborate dissenting opinion of Mr. Justice Clifford, in *Smith* v. *Sac County*, 11 Wall., 139.

But in the case at bar, the special findings negative every averment of fraud contained in the amended answer; and hence the owners of these coupons are to be presumed to be *bonâ fide* purchasers thereof.

In *Thayer* v. *Johnson Co.*, 3 Dillon, 392, the Court regarded the plaintiff "as a presumed *bonâ fide* holder" of the bonds in suit.

In *Murray* v. *Lardner*, 2 Wall., 110, the Court say:

"Coupon bonds of the ordinary kind, payable to bearer, pass by delivery, so that a purchase of them in good faith is unaffected by want of title in the vendor.

The burden of proof, on a question of such faith, lies on the party who assails the possession."

That the Board of County Commissioners is the tribunal to decide whether the statute requirements have been complied with; that their decision is final and conclusive; and that they and the county, by the recitals in and certificates upon the bonds in question, are estopped to deny or disprove the averments therein; has been decided in so many cases, and so recently by this Court (at its last October term), that it may seem superfluous to cite authorities. But considering the amount involved, we may be excused for referring to a few of the adjudged cases.

In *Deming* v. *Houlton*, 64 Me., 254, it appeared that, under

an act of the legislature, the town of Houlton was authorized to loan its credit to a railway. A vote was directed to be taken and other acts to be done, which the selectmen were to certify to the town treasurer, who was to issue the bonds. APPLETON, C. J., delivered the opinion of the Court:

"The bonds were issued by the proper authorities of the town. It was their duty to determine whether the preliminaries necessary to give validity to the bonds had been complied with before issuing them; and their determination is conclusive.

In a suit against the town by a *bona fide* holder of bonds whose title accrued before maturity, the corporation cannot show, by way of defense, where the corporation has authority to issue such bonds, any want of compliance with formalities required by the statute authorizing their issue, or that there has been fraud in their agents issuing them."

Mercer County v. *Hackett*, 1 Wall., 83.
Gelpcke v. *Dubuque*, 1 Wall., 175.
Grand Chute v. *Winegar*, 15 Wall., 356.
Lynde v. *The County*, 16 Wall., 6.
Augusta Bank v. *Augusta*, 49 Me., 507.

In *Moran* v. *Commissioners of Miami Co.*, 2 Black, 722, the plaintiff sought to recover the amount of certain interest-coupons on bonds issued by Miami County, Ind., payable to Peru and Indianapolis Railroad Co., or bearer.

Mr. Justice WAYNE delivered the opinion of the Court:

"We are relieved from the task of considering several of the arguments of the counsel and the pleadings on the records, believing, as we do, that the defendants are estopped from denying the declarations as to the purpose and cause for which the bonds were issued; and that the coupon-holders had a right to infer that they had been regularly issued by the County of Miami. * * * * But the real point in this case made by the counsel for the plaintiff in error, and sustained in argument by numerous adjudicated cases, was that, as it is declared in the bonds that they were issued by the Board of County Commissioners of Miami County by order or resolution, pursuant to the statute, * * * to be used by the Peru and Indianapolis Railroad, payable to the company or bearer, * * * the *bona fide* holder of the bonds * * had a right to infer that the

bonds had been lawfully issued, and the County of Miami is estopped, in a suit for the recovery of the interest, from denying by pleas that its bonds had been issued to the Peru and Indianapolis Railroad for a loan of money to the County of Miami. We think and adjudge that the recitals in the bonds are conclusive, constituting an estoppel *in pais* on the defendants in this suit."

In *St. Joseph Township* v. *Rogers*, 16 Wall., 644, the Court say:

"Power to issue bonds to aid in the construction of a railroad is frequently conferred upon a municipality in a special manner, or subject to certain regulations, conditions, or qualifications; but if it appears by their recitals that the bonds were issued in conformity with these regulations, and pursuant to those conditions and qualifications, proof that any or all of these recitals were incorrect will not constitute a defense for the corporation in a suit on the bonds or coupons, if it appears that it was the sole province of the municipal officers who executed the bonds, to decide whether there had been an antecedent compliance with the regulation, condition or qualification, which, it is alleged was not fulfilled."

In *Marcy* v. *Township of Oswego*, 2 Otto, 637, this Court held that

The board of county commissioners who caused the bonds to be issued were constituted the authority to determine whether the conditions of fact made by the statute precedent to the issuing of the bonds had been performed; and that their recital in the bonds issued by them was conclusive in a suit against the township brought by a *bona fide* holder.

"Whatever may be the right of the township as against those who issued the bonds, it can not set up against a *bona fide* holder of the bonds that the amount issued was too large, in the face of the decision of the board and their recital that the bonds were issued pursuant to, and in accordance with, the act of 1870."

In the leading case of *Knox* v. *Aspinwall*, 21 How., 544, it was held that the mere issue of the bonds under and in pursuance of the legislative act was a sufficient basis for the pur-

chaser to assume that the conditions on which the county was authorized to issue them, had been complied with; and that the purchaser was not bound to look further for evidence of such compliance, *though the recital did not affirm it.*

This position was supported by reference to *The Royal British Bank* v. *Turquand,* 6 Ellis & B., 327. Neither of these cases has ever been overruled; and the authority of the last named case was expressly recognized in *Fountaine* v. *Carmarthen Railway Co.,* 5 Eng. Law Rep., Eq., 317, and *Balfour and al.* v. *Ernest,* 5 C. B., (New Series) 600, cited by the counsel for plaintiffs in error in this case.

The case of *Webb* v. *Commissioners of Herne Bay,* 5. Q. B., 642, decided in 1870, re-affirms the doctrine laid down in *The Royal British Bank* v. *Turquand,* and is in full accord with the decision of this Court in *Town of Coloma* v. *Eaves,* cited below.

In the case first named above, COCKBURN, C. J., says:

"The defendants issued the debentures with the knowledge that they were capable of being transferred, and would very likely be transferred, to a holder for value; how can it lie in their mouths to say that the transaction in respect for which they gave these debentures was illegal?"

See also *Freeman* v. *Cooke,* 2 Ex., 654; *Re Bahia & San Francisco Railway Co.,* 3 Q. B., 584; *Horton* v. *Westminster Improvement Commissioners,* 7 Ex., 780, and *Hill* v. *Manchester & Salford Water Works Co.,* 2 B. & Ad., 544.

The facts in the case at bar are similar to those in the *Town of Coloma* v. *Eaves,* 2 Otto, 484; and the opinion of this Court, delivered by Mr. Justice Strong, is applicable to this case as to the legal positions taken, and also as to the dishonesty of the defense, considering the recitals in the bonds and that the

county received and still retains full consideration for them. We quote from the opinion:

"It appears by the record that the plaintiff is a *bona fide* holder and owner of the coupons upon which the suit is founded, having obtained them before they were due and for a valuable consideration paid. The bonds to which the coupons were attached were given in payment of a subscription of $50,000 to the capital stock of the Chicago and Rock Island Railroad Co., for which the town received in return certificates of 500 shares of $100 each in the stock of the company. That stock the town retains; but it resists the payment of the bonds, and the coupons attached to them, alleging that they were issued without lawful authority.

Saying nothing at present of the dishonesty of such a defense, while the consideration for which the bonds were given is retained, we come at once to the question whether authority was shown for the stock subscription and for the consequent issue of the bonds.

At the outset it is to be observed, that the question is not between the town and its own agents. It is rather between the town and a person claiming through the action of its agents. The rights of the town as against its agents may be very different from its rights as against parties who have honestly dealt with its agents as such, on the faith of their apparent authority. * * *

The bonds were required to be signed by the supervisor, or other executive officer, and to be attested by the clerk. They were so executed. The supervisor and the clerk signed them, and they were registered in the office of the Auditor of the State in accordance with an act requiring that, precedent to their registration, the supervisor must certify under oath to the auditor that all the preliminary conditions to their issue required by the law had been complied with. On each bond the auditor certified the registry. It was only after this that they were issued. And the bonds themselves recite that they 'are issued under and by virtue of the act incorporating the railroad company,' approved March 24, 1869, 'and in accordance with the vote of the electors of said township of Coloma, at a regular election held July 28, 1869, in accordance with said law.'"

"After all, this is not an open question, as between a *bona fide* holder of the bonds and the township, whether all the prerequisites to their issue had been complied with. Apart from and beyond the reasonable presumption that the officers of the law, the township officers, discharged their duty, the matter has passed into judgment. The persons appointed to decide whether the necessary prerequisites to their issue had been completed, have decided and certified their decision. They have declared the contingency to have happened on

the occurrence of which the authority to issue the bonds was complete. Their recitals are such a decision; and beyond these a *bona fide* purchaser is not bound to look for evidence of the existence of things *in pais*. He is bound to know the law conferring upon the municipality power to give the bonds on the happening of a contingency; but whether that has happened or not, is a question of fact, the decision of which is by the law confided to others — to those most competent to decide — and which the purchaser is, in general, in no condition to decide for himself.

This we understand to be the settled doctrine of this Court. Indeed, some of our decisions have gone further."

III.

OTHER GROUNDS OF ESTOPPEL.

The original defendants should also be estopped from proving that the bonds in question were issued without a previous compliance with the statute requirements, on account of the following facts, which appear in the special findings of the Court, and in the statutes already cited.

a. The bonds were issued, and by direction of the original defendants, delivered to the contractor who built the railroad, in payment for his labor and disbursements; and they received therefor the amount of said bonds in full-paid stock.

b. This stock has been retained by the county.

c. The railroad company that received the bonds and issued the stock was legally consolidated with the Lawrence and Carbondale Railroad Company, by an agreement filed in the office of the Secretary of State, 15th of January, 1873; and the county of Douglas ratified and approved the consolidation. Without such ratification by the county, it is apparent that the consolidation could not have been effected.

As the county had the constitutional and legal right to subscribe for this stock and to pay for it with these bonds, if its

authorized agents exceeded their authority in issuing the bonds, it was competent for the county to ratify the acts of its agents; and it has fully ratified their acts, in this case, by receiving and retaining the stock and effecting the consolidation referred to.

In *Township of Pine Grove* v. *Talcott*, 19 Wall., 666, Mr. Justice SWAYNE in delivering opinion of the Court, says:

"In Sedgwick on Statutory and Constitutional Law (p. 90) it is said: 'It must be further borne in mind that the invalidity of contracts made in violation of statutes is subject to the equitable exception, that, although a corporation in making a contract acts in disagreement with its charter, where it is a simple question of capacity or authority to contract arising either on a question of regularity of organization or of power conferred by the charter, a party who has had the benefit of the agreement cannot be permitted in an action founded on it to question its validity. It would be in the highest degree inequitable and unjust to permit the defendant to repudiate a contract, the fruits of which he retains. And the principle of this exception has been extended to other cases.' * * The authorities referred to sustain the text."

THE SECOND ISSUE OF BONDS.

IV.

PLEADINGS.

The last one hundred and twenty-eight counts in the original petition and the last one hundred and fourteen counts in the amendment thereto are upon interest coupons, maturing January 1st, and July 1st, 1875, which were attached to bonds dated July 1st, 1872.

These counts, and the bonds and coupons referred to, with the certificates thereon, are, in all essential particulars, like the counts already considered, with the exception of the form of the bonds and coupons; and the only important difference in this respect is the statement that the bonds were issued "in payment of stock in the St. Louis, Lawrence and Denver Railroad Company." *Exhibit B, page* 103.

To the *last* count in the original petition there is no defense set up excepting the general denial in the first part of the amended answer.

The tenth count in the amended answer applies to the 29th to 155th counts, inclusive, in the petition and to the hundred and fourteen counts above referred to.

This count, (the 10th) in the amended answer, is on pages 111—113. It alleges, in substance, that on the 14th of July, 1870, the Board of County Commissioners made an order submitting to the vote of the electors of said county, to be voted upon 23rd of August, the question whether the county would subscribe for and take stock in the St. Louis, Lawrence and Denver Railroad Company, in the sum of $200,000 and issue bonds in payment therefor, provided that the bonds should not be delivered till the company should construct and have in operation a railroad from Lawrence westwardly along the valley of the Waukarusa River to a point of junction with the Atchison, Topeka and Santa Fé Railroad.

That the county voted in favor of the proposition. That on Feb. 22nd, 1872, the Board of County Commissioners under the authority of that vote, subscribed for stock to the amount of $200,000 in that railroad company, and agreed to issue bonds of the county as payment therefor, upon certain conditions.

That the said railroad company was and is a corporation organized with power to construct and operate a railroad, the *termini* of which were to be the city of Lawrence and Olathe, Johnson County, Kansas; and that the route described in the vote and in the subscription order "is not a point in any route between said *termini*."

That "said vote was taken, said order for subscription made, and said bonds issued to induce said railroad company to build a railroad which it had no legal right to build;" and that said bonds are therefore void.

The 11th being the only remaining count in the amended answer, contains substantially the same averments as the 10th, with the additional averment "that the plaintiff, when he acquired said bonds, had full notice," of the matters previously set forth.

To the 10th and 11th counts in the amended answer, on the 8th of June, 1875, a demurrer was filed for the reasons that none of the matters specially set up constitute a defense; and that they are inconsistent with the first paragraph of the amended answer.

On the 23rd of November, 1875, on motion of attorney for original plaintiffs, a replication to these two counts was filed, alleging that the matters stated are wholly untrue.

The 10th count of the amended answer would be held bad on demurrer for reasons given in page 16 *ante*, touching the 8th defense; and the demurrer having been abandoned and a replication filed, an immaterial issue was raised, from which the original defendants can derive no benefit.

If under the 11th count in the amended answer the original defendants would be entitled to judgment in case the allegations therein had been proved, they should fail; because the burden of proof that the original plaintiffs, when they acquired said bonds, had full notice of the matters set forth in said count, was on the original defendants, and no such proof was offered and no such fact found. On the contrary, the Court find that the plaintiffs had no such notice.

There is another conclusive answer to the defenses set up in these two counts. It is alleged therein, that said railroad company "has been and still is a corporation organized for the purpose of constructing, and with power to construct and operate a railroad, the termini of which, by the terms of its

charter, were to be the City of Lawrence, Kansas, and Olathe, Johnson county, Kansas; and it is alleged that the railroad from Lawrence westward along the valley of the Waukarusa River to a point of junction with the Atchison, Topeka and Santa Fé Railroad, (which point of junction is at Carbondale,) is in a different direction, "over which said railroad company had no chartered rights, nor any legal right to build said road." And that therefore the bonds were and are void.

It appears from the special findings by the Court, that the railroad company was originally chartered as alleged, and that the vote and subscription order were as stated in the counts. It also appears that the road was in fact built from Lawrence to Carbondale, in conformity with the condition stated in the vote and subscription order. There is no special finding, and no proof, that the railroad company did not in some way, after its original organization, acquire the legal right to construct said road; and there being a failure to prove this averment, the defenses in these counts fail.

It is not to be presumed that this railroad company would or could have constructed a railroad from Lawrence to Carbondale without any legal right.

But even if said railroad company had no legal right to construct that railroad, the original defendants could not, on this ground, avoid payment of the coupons; nor could they be permitted to prove in defense such want of legal authority.

In the cases of *South Ottawa* vs. *Perkins*, and *Board of Supervisors of Kendall County* vs. *Post*, not yet reported, but decided by this Court at its present term, a similar but unsuccessful attempt was made to avoid payment of bonds. In these cases the Court held, that the defendants could not be permitted to offer such proof.

In addition to what has been above said touching the second issue of bonds, the argument and authorities touching the first issue of bonds are applicable to the second issue.

V.

KANSAS VALIDATING ACT.

If, upon the grounds already stated, the original plaintiffs have not clearly established their right to retain their judgment, on account of some irregularities in the issuing of either set of bonds, it is respectfully claimed, that they are protected against such irregularities by chap. 84 of the General Statutes of Kansas, commonly called the validating or curative act.

VI.

CERTIFIED QUESTIONS OF LAW.

"1st. Whether, as respects the bonds dated July 1st, 1869, and the coupons in suit originally attached to said bonds, there was authority and power in the board of county commissioners of the defendant county to issue said bonds under the act of February 10th, 1865, recited in the bonds and other acts of the legislature of the State of Kansas, including the act of February 25, 1868.

2nd. Whether the bonds mentioned in the preceding question are void in the hands of a holder for value without actual notice, because the vote on the question of subscribing stock and issuing bonds was had September 12th, 1865, before the organization of the company known as the St. Louis, Lawrence and Denver Railroad Company was made in 1868, to which company the stock was subscribed in 1868, and the bonds were issued and delivered in 1871."

As to these questions of law, if the validating act above referred to should not be held to protect the original plaintiffs from certain supposed irregularities in the issue of these bonds, it is respectfully claimed, for reasons already given, and upon the authorities which have been cited, that the original defendants are estopped from setting up any such grounds of defense, and that the recitals in the bonds with the certificates thereon are conclusive.

"3rd. Said bonds having been issued under the circumstances set forth in the special findings of fact above, was the issue of the bonds illegal and invalid in such a sense as to devolve upon the plaintiffs the burthen of showing that they, or those whom they represented, were holders of them for value.

4th. Whether, as respects the bonds dated July 1st, 1872, and the coupons in suit originally attached to said bonds, there was power and authority in the board of county commissioners of the defendant to issue the same.

5th. Whether said bonds and coupons last named are void in the hands of a holder for value without actual notice of the orders for, and facts connected with the election therefor, and with the organization of the said railroad company as the said facts are hereinbefore found.

6th. Said bonds having been issued under the circumstances set forth in the special findings of fact above, was the issue of said bonds illegal and invalid in such a sense as to devolve upon the plaintiff the burthen of showing that they or those whom they represented, were purchasers or holders of them for value.

7th. Whether the facts above specially found constitute or show a defense to the bonds of July 1st, 1869, or the bonds of July 1st, 1872, the said bonds or coupons attached thereto in suit being in the hands of the plaintiffs, without affirmative proof that they were holders thereof for value without notice of said facts."

It is believed that each of these questions has been fully considered, and that upon the issues raised by the pleadings and upon the special findings by the Court the judgment of the Circuit Court should be affirmed.

There would seem to be no doubt that such should be the result as to the coupons owned by the original plaintiffs.

If, in the opinion of the Court, there should have been a special finding by the Court that the owners of the other coupons purchased them, with the bonds to which they were attached, with the same good faith and under similar circumstances as the plaintiffs purchased their own, we respectfully ask that a *venire facias de novo* be ordered as such proof can be readily furnished.

IN REPLY.

It remains briefly to comment upon the elaborate argument of the counsel for plaintiffs in error.

They claim, on page 13–15 and 26–27, that the certificate of corporation, filed July 20, 1865, was void for the reasons that it was not acknowledged by *all* of the corporators, that the eastern terminus of the railroad proposed to be built was left indefinite, and that the corporation never organized or took action under the certificate.

The authorities they cite do not sustain their claim. In no one of these cases is it asserted that anything more is necessary than a *substantial* compliance with statute requirements for incorporation.

The statute relied on does not require that the certificate filed should be acknowledged by *all* of the corporators. If, as in this case, it is acknowledged by all who verified it by affidavit, it would be sufficient. The statute does not require that it should be acknowledged by even so large a number. The eastern terminus is sufficiently definite, being "a point on the

state line between Kansas and Missouri where a railroad to be built westward from Pleasant Hill, Missouri, shall strike said State line." The corporation was created when the certificate was filed in the office of the Secretary of State; as was decided in case of *Mokelumne Hill Canal & Mining Co.* v. *Woodbury*, 14 Cal., 424, cited by counsel for plaintiffs in error, and also in *Hunt* v. *Kansas & Missouri Bridge Co.*, 11 Kan., 412.

In the last named case, *each* of the termini was much more indefinite than the one under consideration; yet the Court say:

"The certificate of incorporation should have stated more specifically and definitely the termini or boundaries within which such company * * * desired the privilege of corporate rights. But still we do not think that the statements are so absolutely indefinite or defective as to render the organization of the company wholly illegal and void. At most, the organization is not so wholly void for that reason merely that the question of its validity may be raised in a collateral manner, as is attempted to be done in the case."

The right to question the legal existence of this corporation is not claimed in the amended answer; and even if it had been claimed, the right belongs exclusively to the State, and the question cannot be raised collaterally in such a case as this. *Cochran* v. *Arnold*, 58 Penn. St., 399; *Tisdale* v. *Miononk*, 46 Ill., 9; *Wright* v. *Shelby R. R. Co.*, 16 B. Monr., 4; *Mokelumne, etc., Co.* v. *Woodbury*, 14 Cal., 424.

It is a general rule that a party who contracts with a corporation, or what purports to be such, will afterward be estopped from questioning the existence or the validity of such corporation. *Camp.* v. *Byrne*, 41 Mo., 525; *Cochran* v. *Arnold*, 58 Penn. St., 399; *Wood* v. *Coosa, etc.*, R. R. Co., 32 Ga., 273; *Eppes* v. *Mississippi R. R. Co.*, 35 Ala., 33.

"Point 3," pp. 17, 18 and 27. Under this point it is claimed that the vote was to subscribe for stock in one corporation, and that the

subscription was in fact made to another corporation, although bearing the same name.

This objection has already been fully answered; and there is nothing in the three cases cited on page 18 in conflict with the authorities to which we have referred.

As to the case *first* cited (*Marsh* v. *Fulton Co.*), Mr. Justice STRONG states in *Coloma* v. *Eaves*, 2 Otto, 484:

"There is nothing in the case of *Marsh* v. *Fulton Co.*, 10 Wall., 675, to which we have been referred, at all inconsistent with the rule thus asserted. In that case there were no recitals in the bonds, and there was no decision that the conditions precedent to a subscription, or to the gift of authority to subscribe, had been performed. The question was, therefore, open."

In *Harshman* v. *Bates Co.*, 2 Otto, 569, it appeared, on the face of the bonds, that they were issued to the Lexington, Lake & Gulf R. R. Co., and that the vote of the people authorized subscription to the Lexington, *Chillicothe* & Gulf R. R. Co.; and this Court, in affirming the judgment of the Circuit Court, say: "As sufficient notice of these objections is contained in the recitals of the bonds themselves to put the holder on inquiry, we think there was no error in the judgment of the Circuit Court."

The State ex rel. St. Joseph & Denver City R. R. Co. v. *Comr's Nemaha Co.*, 10 Kan. 569, is inapplicable. It was a petition for a *mandamus* to compel the defendants to issue the bonds of the county In payment of its alleged subscription to the company's capital stock. it appeared that no subscription was ever made to that company, and that there was no vote of the people authorizing it. In May, 1866, there was a vote authorizing a subscription to the Northern Kansas R. R. Co., which company, on the 9th of October, 1866, consolidated with the relators; but no subscription was ever made even to the Northern Kansas R. R. Co.

The *mandamus* was, of course, refused; and it is obvious that that case bears no analogy to the one at bar.

"Point 4," pp. 19 and 27, relates to the certificate of incorporation filed May 11, 1868, and claims that it was insufficient to create a corporation, because only four of the proposed corporators whose names were signed to that certificate, acknowledged it.

The same remarks apply to this as to "Point 2;" and we also suggest that the original defendants are estopped from raising this objection, because in their tenth and eleventh pleas, or counts, in their amended answer, pp. 111–114, they aver that "said company at all times since the commencement of its existence has been and still is a corporation organized for the purpose of constructing, and with the power to construct and operate a railroad," etc.

In "Point 4½," it is stated "that the law authorized the issuing of bonds in payment for stock, only upon an assessment upon all of the capital stock of the company. But these bonds were issued without any assessment upon the stock of the company;" and are therefore void.

These bonds were issued for full-paid stock, and are not void.

In *Leavenworth Co.* v. *Miller*, 7 Kan., 541, VALENTINE, J., says:

"It is claimed that such bonds shall be issued only in payment of assessments made upon all the stock of the company. This is admitted. And while it does not appear that any formal order was made upon the records of said railway company making any assessments, yet all the stock that was issued by the company to any person or county was full-paid stock. This answered substantially the requirements of the law."

And in the case at bar, all of the bonds shown to have been issued are found to have been issued for full-paid stock; and there is no proof that any stock was issued by the company which was not full-paid stock.

But were it to be conceded that the alleged irregularity in the issue of the bonds existed, this would be no evidence of fraud; and, for reasons given on pages 19 and 20, *ante*, would afford no ground for reversing the judgment.

As to "Point 5," there is no necessity for adding anything to what has been said under preceding points.

"Point 6," pp. 21 and 33.

This point relates to the second series of bonds, dated July 1, 1872; and the counsel say that, "at the time of the taking of the vote for subscription to stock, at the time of such subscription, and at the time said bonds were issued, there was no such corporation as the St. Louis, Lawrence & Denver Railroad Co.," — the certificate of incorporation having been acknowledged by only four of the corporators; and "that no corporation existing, neither the Board of County Commissioners, nor the county, had any authority by law to issue such bonds, and the bonds and company are therefore void."

The certificate of incorporation was filed on the 11th of May, 1868 (12th special finding). There was a regular meeting of the stockholders on the 29th of July, 1868, at which officers of the company were duly elected, and the company "has ever since held regular corporate meetings, and has built and operated a railroad, and exercised the usual functions of a railroad corporation." (14th special finding.)

The vote to subscribe for and take the stock was on the 23d of Aug., 1870. The subscription was made on the 22d day of February, 1872.

All that has been said in relation to the certificate of incorporation, filed July 20, 1865, applies to the certificate referred to in this point; and it further appears that *this* company was not only incorporated, but was duly organized before the vote authorizing the subscription; and the counsel are estopped from claiming that there was no such corporation, because of their averments to the contrary in the tenth plea, or count in their amended answer.

"Point 7," pp. 22, 34 and 35.

Under this point the counsel claim that the bonds are void, because they were issued on condition that the company should construct a railroad extending beyond the termini mentioned in their certificate; and reference is made to sec. 50, page 203, of the Gen. Statutes.

This section relates to *shortening* the line of a railroad, and prohibits the changing of the termini for *that* purpose, but does not prohibit an extension of the road.

Sec. 20 of chapter 44, Laws of 1865, is still in force, and authorizes any railroad corporation to extend its road and increase its capital upon certain conditions therein named; and there is no finding by the Court that those conditions were not complied with. Nor do the pleadings in this case present any issue under which the objection attempted to be raised in this point can be considered.

It should be further observed that it appears by the special findings of the Court that, after the subscription was made for the stock for which these bonds were issued, namely, on the 20th of April, 1872, the Lawrence & Carbondale Railroad Co. was incorporated; and before these bonds were delivered, these two companies were consolidated under the provision of chapter 92 of the Laws of 1870.

There can be no reasonable doubt that the subscription was made in contemplation of such consolidation; and it was competent for the St. Louis, Lawrence and Denver Railroad Co. to appropriate these bonds for the construction of any portion of the railroad of the consolidating companies.

In *Nugent* v. *The Supervisors*, 19 Wall., 241, the Court say:

"When the voters of the county of Putnam sanctioned a county subscription by their vote, and when the board of supervisors, in pursuance of that sanction resolved to make the subscription, they were informed by the law of the State that a consolidation with another company might be made; that the stock they proposed to subscribe for might be converted into stock of the consolidated company, and that the liability they assumed might become owing to that company. With this knowledge, and in view of such contingencies, they made the contract. * * * In a multitude of cases decided in England and in this country, it has been determined that a subscriber for the stock of a company is not released from his engagement to take it and pay for it by any alteration of the organi-

zation or purposes of the company which, at the time the subscription was made, were authorized either by the general law or by the special charter; and a clear distinction is recognized between the effect of such alterations and the effect of those made under legislation subsequent to the contract of subscription."

In the case at bar, not only had the county contracted to take the stock and to issue these bonds with knowledge that such consolidation might be made, but they issued the bonds, received the stock, and expressly ratified the consolidation as shown by the 27th special finding.

There is nothing in the remaining three points, on pages 23–25, which has not already been fully answered.

The county of Douglas has obtained and is still enjoying all of the railroad facilities promised or expected when it issued these bonds. The bonds were fairly issued in payment for the construction of the roads, after their completion. For the two issues of bonds, the county received and still retains stock to the same amount. It ratified the consolidation referred to. After all this, it seeks to repudiate its bonds. To such a proceeding, the remarks of VALENTINE J., in *City of Independence* v. *Trouvalle*, 15 Kan., 70, are appropriate.

"It sometimes happens that municipal corporations, as well as individuals, believe that it is eminently legal to incur obligations, but manifestly illegal to fulfil them. This is a kind of frugal respect for law eminently beneficial for those who can successfully exercise it, but not so congenial to those who must innocently suffer by it."

John. S. Abbott

4-111

Hurst
v.
Hollingsworth

This is a motion
and not among the
Records

4-112

Dayton
v.
Cash

This is a motion
and not among
the Records